

AGENDA

Thursday, December 16, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

***Revised – Added I.a**

****Revision 2 – Added Consent Agenda Items III and IV**

Beginning Board Order No. 2021-85

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

*****COVID-19 Updates**

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

- a. A Year in Review: Accomplishments 2021 (Video) – *Public and Government Affairs*

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

- a. Approval of Board Order _____ for the Annexation to Clackamas County Service District No. 1 – CL-21-006 (Ken Martin)

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

a. Health, Housing and Human Services

- i. Approval of Amendment #3 to the Clackamas Ambulance Service Contract. This Amendment signifies the intent to develop a performance based contract amendment. There is no fiscal impact. – *Public Health*
- ii. Approval of the 2022 Revenue Agreement with the Oregon Health Authority for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Agreement value is \$8,383,001.70 funded through the State of Oregon. No County General Funds are involved. – *Behavioral Health*
- iii. Approval of an Intergovernmental Agreement with Clackamas Fire District #1 for the Project Hope program. Contract maximum is \$31,090 funded through University of Baltimore Combating Opioid

Overdose through Community-Level Initiative (COOCLI) grant. No County General Funds are involved. – *Public Health*

- iv. Approval of an Intergovernmental Agreement with the Multnomah Education Service District for Medicaid Administrative Claiming coordination services. Contract not to exceed \$10,000. Funding is provided by the State of Oregon. No County General Funds are involved. – *Public Health*

b. Transportation and Development

- i. Approval to apply for a Community Development Block Grant to install a Rectangular Rapid Flash Beacon at the SE Park Ave - SE River Road Intersection: Requesting \$127,680 in grant funding with \$31,920 match funded through County Road Fund. No County General Funds are involved.
- ii. Approval of Intergovernmental Agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT-TSD) for the purposes of Safe Communities Grant Renewal. Grant award is \$50,000 with a grant match of 20% funded through the Road Fund. No County General Funds are involved.
- iii. Approval of an Intergovernmental Agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT_TSD) for the purposes of Pedestrian Safety Marketing and Enforcement Campaign. Grant award is \$20,909.04 with a grant match of 20% funded through the County Road Fund. No County General Funds are involved.
- iv. Approval of a Federal Lands Access Program (FLAP) Project Grant Agreement Amendment 001 with Western Federal Lands Highway Division for the Lolo Pass Road Stabilization and Surface Preservation Project. Overall Project Cost Estimate is \$4,052,403 funded through Federal Lands Access Program (FLAP) funds of \$3,241,922 with a County minimum match (10.27%) of up to \$371,061, County overmatch of up to \$439,420 funded through the County Road Fund. No County General Funds are involved.
- v. Approval of Amendment #1 to Contract #2137 with DKS Associates, Inc. for the Clackamas County Regional Freight ITS Project. Amendment #1 adds \$143,881.26 for a new total not to exceed value of \$414,015.23 funded through Federal Funds with a \$15,803.61 match funded through the County Road Fund. No County General Funds are involved.

c. Finance

- i. Approval of a Resolution Acknowledging the Financial Statement Findings for Fiscal Year 2021 and Describing Corrective Action related to Clackamas County Service District No. 5. in Accordance with ORS 297.466

d. Elected Officials

- i. Approval of Previous Business Meeting Minutes – *BCC*
- ii. Approval of a Resolution to delegate signing authority of sensitive documents to the Chair of the Commission and the County Administrator to sign on behalf of the County and its service districts. – *CCSO*
- iii. Approval of 2021-2023 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant. Total Grant amount is \$1,446,005 with no in-kind match. Funded through Oregon Department of Justice. No County General Funds are involved. – *District Attorney*

e. County Counsel

- i. Approval of Amendment #3 to Lease Agreement with Oregon State University, Farmer to Farm Program. This amendment extends the program to August 31, 2034. There is no fiscal impact. No County General Funds are involved.

f. Technology Services

- i. Approval of a purchase of broadband expansion supplies from Power & Telephone Supply Company. Total contract value is \$317,418.75 funded through American Rescue Plan Act project funding. No County General Funds are involved.

g. Disaster Management

- i. Approval of an Intergovernmental Agreement with Colton Fire District for COVID Vaccine Administration. Contract Maximum is \$150,000. No County General Funds are involved.
- ii. Approval of an Intergovernmental Agreement with the Oregon State Police (OSP) for the transfer of Medical Examiner equipment for Mass Fatality Incident response. Funded through Department of Homeland Security's Urban Area Securities Initiative (UASI) Grants #16-0170 and 17-0009. No County General Funds are involved.

IV. SERVICE DISTRICT NO. 5 (Street Lighting) 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. Approval of a Resolution Acknowledging the Financial Statement Findings for Fiscal Year 2021 and Describing Corrective Action related to Clackamas County Service District No. 5. in Accordance with ORS 297.466

V. PUBLIC 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. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

Please note, the ideas expressed during public communication do not necessarily reflect the ideas or beliefs of Clackamas County or the Board of County Commissioners.

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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



Sue Hildick

Director

Public & Government Affairs
2051 Kaen Road
Oregon City, OR 97045

503-655-8751

clackamas.us

Board of Commissioners
Clackamas County
Members of the Board:

Informational Presentation
A Year in Review: Accomplishments 2021

Purpose/Outcomes	This informational presentation relays a new <u>2021 Year-In-Review</u> video to the Board, which communicates the many successes of Clackamas County during the past calendar year.
Dollar Amount and Fiscal Impact	NA
Funding Source	NA
Duration	5 minutes
Previous Board Action	NA
Strategic Plan Alignment	Build public trust through good government.
Counsel Review	NA
Procurement Review	NA
Contact Person	Sue Hildick, Public and Government Affairs, 503-742-5900
Agreement No.	NA

BACKGROUND: The Department of Public and Government Affairs has produced a short video highlighting major accomplishments of the Board of County Commissioners and county staff in 2021. The video will be shared on the county's social media channels following the Business Meeting.

Respectfully submitted,

Sue Hildick, Director

PUBLIC HEARING

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN THAT AT 10:00 AM ON THURSDAY, DECEMBER 16, 2021, IN THE COMMISSIONER'S HEARING ROOM, 2051 KAEN ROAD, OREGON CITY, OREGON THERE SHALL BE A PUBLIC HEARING BY AND BEFORE THE CLACKAMAS COUNTY BOARD OF COMMISSIONERS ON THE BOUNDARY CHANGE PROPOSAL LISTED BELOW. INTERESTED PERSONS MAY APPEAR AND WILL BE GIVEN A REASONABLE OPPORTUNITY TO BE HEARD. OPTIONALLY, DUE TO CONCERNS FOR SOCIAL DISTANCING DURING THE CORONAVIRUS PANDEMIC, PARTICIPATION IN THIS PUBLIC HEARING WILL BE AVAILABLE VIRTUALLY USING THE ZOOM PLATFORM. ONE WEEK PRIOR TO THE HEARING, A ZOOM LINK TO THE PUBLIC HEARING AND DETAILS ON HOW TO OBSERVE AND TESTIFY ONLINE OR BY TELEPHONE WILL BE AVAILABLE ON THE COUNTY WEBSITE: www.clackamas.us/meetings/bcc/business. USING THAT ZOOM LINK YOU WILL HAVE THE OPTION OF PROVIDING YOUR COMMENTS TO THE BOARD LIVE DURING THE HEARING. ALTERNATIVELY, ANYONE CAN SEND IN A COMMENT BY EMAIL TO BE READ DURING THE HEARING. TO PARTICIPATE IN THIS WAY, PLEASE SEND YOUR COMMENTS TO BCC@clackamas.us, AND BE SURE TO INCLUDE YOUR NAME AND WHERE YOU LIVE.

PROPOSAL NO. CL-21-006 – ANNEXATION TO CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 of territory located on the east edge of the District on the east edge of SE 172nd Ave. north of SE Armstrong Circle, more particularly: Tax Lots 700 & 701 NE ¼ Sec. 7, T2S R3E, W.M., Clackamas Co., OR.

The property owners desire sewer and stormwater services from the District to serve a planned administrative and operations facility for the Sunrise Water Authority within the City of Happy Valley.

The decision on the annexation to the District does not authorize or prevent any specific use of land. Current City zoning and planning designations will not be affected by this proposed change.

Applicable criteria may be found in the Metro Code 3.09.050 and ORS 198.850 (2).

Failure to raise an issue in the hearing, orally or in writing, with specificity and clarity sufficient to allow the Commission or any participant to address and respond to such issue may preclude appeal to the Oregon Land Use Board of Appeals of the Board's resolution of that issue.

A copy of the application, all documents and evidence submitted by or on behalf of the applicant and applicable criteria are available for inspection at no cost and will be provided at reasonable cost.

A copy of the staff report will be available for inspection at no cost 15 days before the hearing and will be provided at reasonable cost.

To review the information in the application or staff report, acquire copies of these items or for other general information contact Ken Martin at 503 222-0955.

November 9, 2021

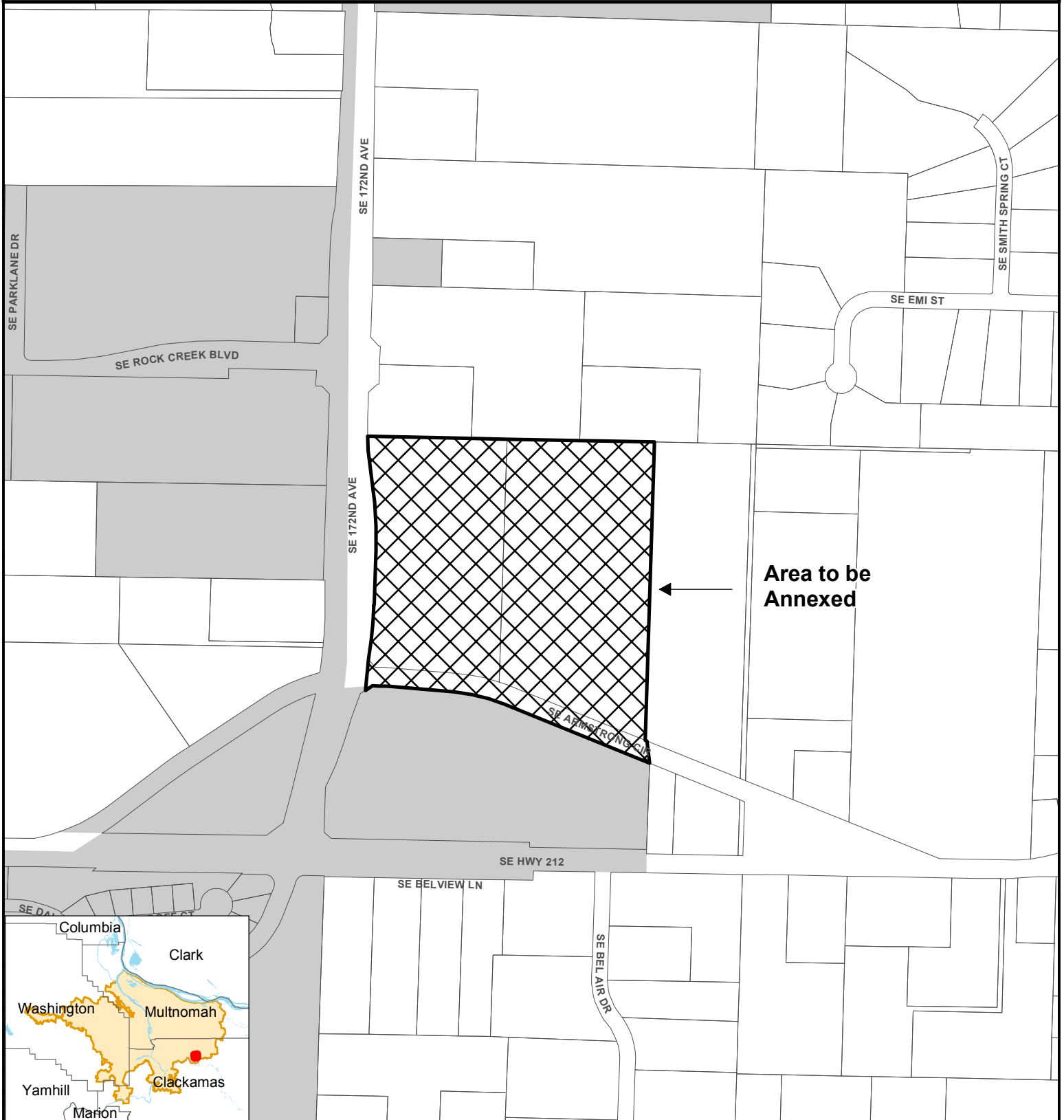
TOOTIE SMITH, CHAIR

Proposal No. CL-21-006

2S3E07

Annexation to Clackamas County Service District #1




Clackamas County



Area to be Annexed



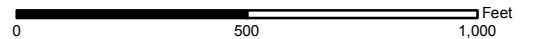
Research Center
600 NE Grand Ave
Portland, OR 97232-2736
(503) 797-1742
<http://www.oregonmetro.gov/drc>

-  Area to be annexed
-  Taxlots
-  Clackamas County Service District #1

Proposal No. CL-21-006



1:5,000



The information on this map was derived from digital databases on Metro's GIS. Care was taken in the creation of this map. Metro cannot accept any responsibility for errors, omissions, or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of any errors will be appreciated.

December 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 to the Clackamas ASA Ambulance Service Contract

Purpose/Outcomes	Approval to an amendment to the Clackamas ASA ambulance service contract that signifies the intent to develop a performance based contract amendment.
Dollar Amount and Fiscal Impact	This amendment has no fiscal impact.
Funding Source	Clackamas County residents who pay transport fees as set by ambulance services contract.
Duration	Effective upon signature and expires on January 1, 2023
Strategic Plan Alignment	1. This agreement aligns with the County’s Performance Clackamas goal to ensure safe, healthy and secure communities. 2. Monthly contract compliance for emergency medical services is a key performance measure incorporated into the County’s annual budgeting process.
Previous Board Action	This amendment is in follow up to the policy session held on 11/23/21 regarding the County’s Ambulance Services Contract
County Counsel Review	11/30/2021 AN
Procurement Review	N/A – This is associated with a Franchise Agreement.
Contact Person	Philip Mason-Joyner, Public Health Director, 503-742-5956

BACKGROUND:

On December 17th, 2020 the Board of Commissioners approved Amendment #2, signifying the intent for the County, AMR, and EMS stakeholders to work on a performance-based extension process.

Work on the performance-based extension process is ongoing. The County, AMR, and EMS stakeholders have identified a need to update the Ambulance Service Plan to support a performance-based extension process. This amendment will provide the time to update the Ambulance Service Plan to support a performance based contract amendment that ensures the continued advancement, enhancement, and innovation across the EMS system in Clackamas County.

RECOMMENDATION:

Staff recommends approval of Amendment #3.

Respectfully submitted,



Rodney Cook, Director
Health, Housing, and Human Services

**AMENDMENT #3
TO THE AMBULANCE CONTRACT BETWEEN CLACKAMAS COUNTY AND AMERICAN
MEDICAL RESPONSE NORTHWEST, INC.**

This Amendment #3 is entered into between American Medical Response Northwest, Inc. ("Contractor") and Clackamas County ("County") and shall become part of the Contract documents entered into between both parties on May 1, 2014 ("Contract").

On or about December 17, 2020 Contractor and County executed Amendment #2 to the Contract. Amendment #2 established a framework wherein the parties would negotiate, in good faith, towards a potential amendment that would update the Contract to a performance-based structure. Amendment #2 provided that the obligation to negotiate, in good faith, would terminate on January 1, 2022. The parties desire to continue the ongoing negotiations.

The Purpose of this Amendment #3 is to extend the negotiation period set forth in Amendment #2:

- 1. **Amendment #2, Section 2, Negotiation Term**, is hereby amended as follows:

The obligation to negotiate, in good faith, pursuant to the terms of Amendment #2 is hereby extended from January 1, 2022 to **January 1, 2023**. Nothing herein shall be construed as changing the current Contract termination date of May 1, 2024.

Except as expressly amended above, all other terms and conditions of the Contract, including all amendments thereto, shall remain in full force and effect. By signature below, the parties agree to this Amendment #3, effective upon the date of the last signature below.

American Medical Response Northwest, Inc.

Clackamas County

DocuSigned by:



12/8/2021

DBEDA07E30E84F7...
Authorized Signature

Date

Randy Lyman

Printed Name

By:

Its:

Date

December 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the 2022 Revenue Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Agreement value is \$8,383,001.70. Funding through State of Oregon.

No County General Funds Involved.

Purpose/Outcomes	Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Maximum Agreement value is \$8,383,001.70
Funding Source	No County General Funds are involved. Funding provided through the State of Oregon, Oregon Health Authority.
Duration	Effective January 1, 2022 and terminates on December 31, 2022.
Previous Board Action	Issues December 14, 2021
Counsel Review	Reviewed and approved November 22, 2021 Kathleen Rastetter
Procurement Review	Was this item reviewed by Procurement? No. This is a revenue agreement.
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of mental health and substance use services.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	10434

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

This Agreement is effective January 1, 2022 and terminates December 31, 2022, with a maximum value of \$8,383,001.70.

RECOMMENDATION:

Staff recommends Board approval of this Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

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

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

AGREEMENT # 173129

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County**, a political subdivision of the State of Oregon (“County”).

RECITALS

WHEREAS, **ORS 430.610(4) and 430.640(1)** authorize OHA to assist Oregon counties and groups of Oregon counties in the establishment and financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs operated or contracted for by one or more counties;

WHEREAS, County has established and proposes, during the term of this Agreement, to operate or contract for the operation of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, County has requested financial assistance from OHA to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, in connection with County's request for financial assistance and in connection with similar requests from other counties, OHA and representatives of various counties requesting financial assistance, including the Association of Oregon Counties, have attempted to conduct agreement negotiations in accordance with the Principles and Assumptions set forth in a Memorandum of Understanding that was signed by both parties;

WHEREAS, OHA is willing, upon the terms of and conditions of this Agreement, to provide financial assistance to County to operate or contract for the operation of its Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs;

WHEREAS, various statutes authorize OHA and County to collaborate and cooperate in providing for basic Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling programs and incentives for community-based care in a manner that ensures appropriate and adequate statewide service delivery capacity, subject to availability of funds; and

WHEREAS, within existing resources awarded under this Agreement and pursuant to ORS 430.630(9)(b) through 430.630(9)(h), each Local Mental Health Authority that provides Community Mental Health, Addiction Treatment, Recovery, & Prevention, or Problem Gambling Services, or any combination thereof, shall determine the need for local Community Mental Health, Addiction Treatment,

Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, and adopt a comprehensive Local Plan for the delivery of Community Mental Health, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services, or any combination thereof, for children, families, adults and older adults that describes the methods by which the Local Mental Health Authority shall provide those services. The Plan shall be consistent with content and format to that of OHA’s Local Plan guidelines located at <https://www.oregon.gov/oha/hsd/amh/Pages/index.aspx>. County shall provide services per the most recently submitted and approved Local Plan as agreed upon between OHA and County.

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

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on January 1, 2022. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2022.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

- Exhibit A Definitions
- Exhibit B-1 Service Descriptions
- Exhibit B-2 Specialized Service Requirements
- Exhibit C Financial Assistance Award
- Exhibit D Payment, Settlement, and Confirmation Requirements
- Exhibit E Special Terms and Conditions
- Exhibit F General Terms and Conditions
- Exhibit G Standard Terms and Conditions
- Exhibit H Required Federal Terms and Conditions
- Exhibit I Required Provider Contract Provisions
- Exhibit J Provider Insurance Requirements
- Exhibit K Startup Procedures
- Exhibit L Catalog of Federal Domestic Assistance (CFDA) Number Listing

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: (a) this Agreement without Exhibits, (b) Exhibit H, (c) Exhibit A, (d) Exhibit C, (e) Exhibit D, (f) Exhibit E, (g) Exhibit B-1, (h) Exhibit B-2, (hi) Exhibit G, (j) Exhibit F (k) Exhibit I, (l) Exhibit J, (m) Exhibit K, (n) Exhibit L.

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

3. Signatures.

Clackamas County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

State of Oregon, acting by and through its Oregon Health Authority

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax & Finance Section, on November 15, 2021; email in Contract file.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT A
DEFINITIONS**

As used in this Agreement, the following words and phrases shall have the indicated meanings. Certain additional words and phrases are defined in the Service Descriptions, Specialized Service Requirements and Special Conditions in the Financial Assistance Award. When a word or phrase is defined in a particular Service Description, Specialized Service Requirement, or Special Condition in the Financial Assistance Award, the word or phrase shall not have the ascribed meaning in any part of the Agreement other than the particular Service Description, Specialized Service Requirement, or Special Condition in which it is defined.

1. **“Addiction Treatment, Recovery, & Prevention Services”** means treatment Services for Individuals diagnosed with disorders related to the taking of a drug of abuse including alcohol, to the side effects of a medication, and to a toxin exposure. The disorders include substance use disorders such as substance dependence and substance abuse, and substance-induced disorders, including substance intoxication, withdrawal, delirium, and dementia, as well as substance induced psychotic disorder, mood disorder, etc., as defined in DSM criteria.
2. **“Aging and People with Disabilities” or “APD”** means a division within the Department of Human Services that is responsible for management, financing, and regulation services for aging adults and people with disabilities.
3. **“Agreement Settlement”** means OHA’s reconciliation, after termination or expiration of this Agreement, of amounts OHA actually disbursed to County with amounts that OHA is obligated to pay to County under this Agreement from the Financial Assistance Award, as determined in accordance with the financial assistance calculation methodologies set forth in the Service Descriptions. OHA reconciles disbursements and payments on an individual Service basis as set forth in the Service Descriptions and in accordance with Exhibit F, Section 1., “Disbursement and Recovery of Financial Assistance.”
4. **“Allowable Costs”** means the costs described in 2 CFR Part 200 or 45 CFR Part 75, as applicable, except to the extent such costs are limited or excluded by other provisions of this Agreement, whether in the applicable Service Descriptions, Specialized Service Requirements, Special Conditions identified in the Financial Assistance Award, or otherwise.
5. **“Behavioral Health”** refers to mental/emotional wellbeing and/or actions that affect wellness. Behavioral health problems include substance abuse and misuse, Problem Gambling, and Mental Health disorders as well as serious psychological distress and suicide.
6. **“Client” or “Individual”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
7. **“Community Mental Health Program” or “CMHP”** means an entity that is responsible for planning the delivery of Services for Individuals with mental or emotional disturbances, drug abuse, alcohol abuse, or gambling addiction problems in a specific geographic area of the state under an agreement with OHA or a Local Mental Health Authority.
8. **Community Mental Health** means programs and Services, delivered in the community, for Individuals diagnosed with Serious and Persistent Mental Illness (SPMI) or other mental or emotional disturbances.

9. **“Coordinated Care Organizations” or “CCO”** means a corporation, governmental agency, public corporation, or other legal entity that is certified as meeting the criteria adopted by the Oregon Health Authority under ORS 414.625 to be accountable for care management and to provide integrated and coordinated health care for each of the organization’s members.
10. **“County Financial Assistance Administrator”** means a County appointed officer to administer this Agreement and amend the Financial Assistance Award on behalf of County, by execution and delivery of amendments to this Agreement in the name of County, in hard copy or electronically.
11. **“DHS”** means the Department of Human Services of the State of Oregon.
12. **“Federal Funds”** means all funds paid to County under this Agreement that OHA receives from an agency, instrumentality, or program of the federal government of the United States.
13. **“Financial Assistance Award” or “FAA”** means the description of financial assistance set forth in Exhibit C, “Financial Assistance Award,” attached hereto and incorporated herein by this reference; as such Financial Assistance Award may be amended from time to time. Disbursement of funds identified in the FAA is made by OHA using procedures described in Exhibit B-1, “Service Descriptions,” and Exhibit B-2, “Specialized Service Requirements,” for each respective Service.
14. **“Gambling Disorder”** means persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress.
15. **“Health Systems Division” or “HSD”** means for the purpose of this Agreement, the division of OHA that is responsible for Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
16. **“Individual” or “client”** means, with respect to a particular Service, any person who is receiving that Service, in whole or in part, with funds provided under this Agreement.
17. **“Interim Services”** as described in 45 CFR §96.121, means:
 - a. Services provided, until an Individual is admitted to substance abuse treatment program, for reducing the adverse health effects of such abuse, promoting the health of the Individual, and reducing the risk of transmission of disease. At a minimum Services include counseling and education about HIV and tuberculosis, the risks of needle sharing, the risks of transmission of disease to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
 - b. Referral for HIV or TB treatment Services, where necessary; and
 - c. Referral for prenatal care, if appropriate, until the Individual is admitted to a Provider’s Services.
 - d. If County treats recent intravenous drug users (those who have injected drugs within the past year) in more than one-third of its capacity, County shall carry out outreach activities to encourage individual intravenous drug users in need of such treatment to undergo treatment and shall document such activities.
18. **“Local Mental Health Authority” or “LMHA”** means one of the following entities:
 - a. The board of county commissioners of one or more counties that establishes or operates a Community Mental Health Program;
 - b. The tribal council, in the case of a federally recognized tribe of Native Americans, that elects to enter into an agreement to provide mental health services; or

- c. A regional local mental health authority comprised of two or more boards of county commissioners.
19. **“Local Plan” or “Plan”** means a plan adopted by the Local Mental Health Authority directed by and responsive to the Behavioral Health needs of the community consistent with the requirements identified in ORS 430.630.
 20. **“Medicaid”** means federal funds received by OHA under Title XIX of the Social Security Act and Children’s Health Insurance Program (CHIP) funds administered jointly with Title XIX funds as part of state medical assistance programs by OHA.
 21. **“Misexpenditure”** means funds, other than an Overexpenditure, disbursed to County by OHA under this Agreement and expended by County that are:
 - a. Identified by the federal government as expended contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds, for which the federal government has requested reimbursement by the State of Oregon, whether in the form of a federal determination of improper use of federal funds, a federal notice of disallowance, or otherwise; or
 - b. Identified by the State of Oregon or OHA as expended in a manner other than that permitted by this Agreement, including without limitation any funds expended by County contrary to applicable statutes, rules, OMB Circulars, or 45 CFR Part 75, as applicable, or any other authority that governs the permissible expenditure of such funds; or
 - c. Identified by the State of Oregon or OHA as expended on the delivery of a Service that did not meet the standards and requirements of this Agreement with respect to that Service.
 22. **“Measures and Outcomes Tracking System” or “MOTS”** means the OHA data system that stores data submitted by OHA contractors and subcontractors.
 23. **“Oregon Health Authority” or “OHA”** means the agency within the State of Oregon that is responsible for Problem Gambling, Addiction Treatment, Recovery, & Prevention Services, children, and adult Community Mental Health Services, and maintaining custody of persons committed to the state by courts for care and treatment of mental illness.
 24. **“Overexpenditure”** means funds disbursed to County by OHA under this Agreement and expended by County that is identified by the State of Oregon or OHA, through Agreement Settlement or any other disbursement reconciliation permitted or required under this Agreement, as in excess of the funds County is entitled to as determined in accordance with the financial assistance calculation methodologies set forth in the applicable Service Descriptions or in Exhibit E, “Special Terms and Conditions.”
 25. **“Problem Gambling Services”** means prevention, treatment, maintenance, and recovery Services for Individuals diagnosed with Gambling Disorder or are at risk of developing Gambling Disorder including or inclusive of any family and or significant other impacted by the problem gambler for access to treatment. For the purposes of this Agreement, Problem Gambling Services and Gambling Disorder will be used interchangeably.
 26. **“Program Area”** means any one of the following: Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, or Problem Gambling Services.
 27. **“Provider”** has the meaning set forth in section 5 of Exhibit F, “General Terms and Conditions.” As used in a Service Description and elsewhere in this Agreement where the context requires, Provider also includes County if County provides the Service directly.

28. **“Provider Contract”** has the meaning set forth in Exhibit F, “General Terms and Conditions,” section 5.
29. **“Serious and Persistent Mental Illness (SPMI)”** means the current DSM diagnostic criteria for at least one of the following conditions as a primary diagnosis for an adult age 18 or older:
- a. Schizophrenia and other psychotic disorders;
 - b. Major depressive disorder;
 - c. Bipolar disorder;
 - d. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - e. Schizotypal personality disorder; or
 - f. Borderline personality disorder.
30. **“Service(s)”** or **“Service Element(s)”** means any one of the following services or group of related services as described in Exhibit B-1, “Service Descriptions,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

Service Name	Service Code
System Management and Coordination – Addiction Treatment, Recovery, & Prevention Services	A&D 03
Start-Up – Addiction Treatment, Recovery, & Prevention Services	A&D 60
Adult Addiction Treatment, Recovery, & Prevention Residential Treatment Services	A&D 61
Supported Capacity for Dependent Children Whose Parents are in Adult Addiction Treatment, Recovery, & Prevention Residential Treatment	A&D 62
Peer Delivered Services – Addiction Treatment, Recovery, & Prevention Services	A&D 63
Housing Assistance – Addiction Treatment, Recovery, & Prevention Services	A&D 64
Intoxicated Driver Program Fund (IDPF)	A&D 65
Community Behavioral and Addiction Treatment, Recovery, & Prevention Services	A&D 66
Addiction Treatment, Recovery, & Prevention Residential and Day Treatment Capacity	A&D 67
Youth Addiction, Recovery, & Prevention Residential Treatment Services	A&D 71
Problem Gambling Prevention Services	A&D 80
Problem Gambling Treatment Services	A&D 81
Problem Gambling Residential Services	A&D 82
Problem Gambling Respite Treatment Services	A&D 83
System Management and Coordination – Community Mental Health	MHS 01
Aid and Assist Client Services	MHS 04
Assertive Community Treatment Services	MHS 05

Service Name	Service Code
Crisis Transition Services (CATS)	MHS 08
Jail Diversion	MHS 09
Mental Health Promotion and Prevention Services	MHS 10
Rental Assistance Program Services	MHS 12
School-Based Mental Health Services	MHS 13
Young Adult Hub Programs (YAHP)	MHS 15
Non-OHP Community and Residential Assistance	MHS 17
Non-Residential Community Mental Health Services For Adults, Children and Youth	MHS 20
Acute and Intermediate Psychiatric Inpatient Services	MHS 24
Community Mental Health Crisis Services For Adults and Children	MHS 25
Non-Residential Community Mental Health Services For Youth and Young Adults In Transition	MHS 26
Residential Community Mental Health Treatment Services for Youth and Young Adults In Transition	MHS 27
Residential Community Mental Health Treatment Services For Adults	MHS 28
Monitoring, Security, and Supervision Services for Individuals Under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board	MHS 30
Enhanced Care And Enhanced Care Outreach Services	MHS 31
Adult Foster Care Services	MHS 34
Older or Disabled Adult Community Mental Health Services	MHS 35
Pre-Admission Screening and Resident Review Services (PASARR)	MHS 36
Start-Up – Community Mental Health Services	MHS 37
Supported Employment Services	MHS 38
Projects For Assistance In Transition From Homelessness (PATH) Services	MHS 39

31. **“Service Description”** means the description of a Service or Service Element as set forth in Exhibit B-1, “Service Descriptions.”
32. **“Specialized Service Requirement”** means any one of the following specialized service requirements as described in Exhibit B-2, “Specialized Service Requirements,” in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

<u>Specialized Service Requirement Name</u>	<u>Specialized Service Requirement Code</u>
Veterans Peer Delivered Services	MHS 16A
Early Assessment and Support Alliance (EASA)	MHS 26A
Secure Residential Treatment Facility	MHS 28A
Gero-Specialist	MHS 35A
APD Residential	MHS 35B

33. **“Trauma Informed Services”** means Services that are reflective of the consideration and evaluation of the role that trauma plays in the lives of people seeking Community Mental Health and Addiction Treatment, Recovery, & Prevention Services, including recognition of the traumatic effect of misdiagnosis and coercive treatment. Services are responsive to the vulnerabilities of trauma survivors and are delivered in a way that avoids inadvertent re-traumatization and facilitates individual direction of services.
34. **“Underexpenditure”** means funds disbursed by OHA under this Agreement that remain unexpended at Agreement termination or expiration, other than funds County is permitted to retain and expend in the future under Exhibit F, “General Terms and Conditions,” section 3.b.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-1
SERVICE DESCRIPTIONS**

Not all Services described in this Exhibit B-1 may be covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

1. Service Name: **SYSTEM MANAGEMENT AND COORDINATION –
ADDICTION TREATMENT, RECOVERY & PREVENTION
AND PROBLEM GAMBLING SERVICES**
- Service ID Code: **A&D 03**

a. **Service Description**

System Management and Coordination – Addiction Treatment, Recovery, & Prevention and Problem Gambling Services (A&D 03 Services) is the central management of an Addiction Treatment, Recovery, & Prevention and Problem Gambling Services system on behalf of an LMHA for which financial assistance is included in Exhibit C, “Financial Assistance Award,” of this Agreement. A&D 03 Services include planning and resource development, coordination of Service delivery for Addiction Treatment, Recovery, & Prevention and Problem Gambling Services, negotiation and monitoring of contracts and subcontracts, and documentation of Service delivery in compliance with state and federal requirements.

b. **Performance Requirements**

In providing A&D 03 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.

No special reporting requirements.

c. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2).

2. **Service Name:** **START-UP**

Service ID Code: **A&D 60**

a. **Service Description**

Funds awarded must be used for Start-Up activities as described in a special condition in Exhibit C, "Financial Assistance Award." Description of Start-Up activities are activities necessary to begin, expand, or improve Substance Use Disorder and Problem Gambling Services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded from A&D 60 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow procedures as prescribed by that unit.

A&D 60 funds are typically disbursed prior to initiation of Services and are used to cover approved allowable Start-up expenditures, as described in Exhibit K, "Start-Up Procedures," that will be needed to provide the Services planned and to be delivered at the specified site(s).

b. **Performance Requirements**

The funds awarded for A&D 60 may be expended only in accordance with Exhibit K, "Start-Up Procedures," which is incorporated herein by this reference.

c. **Special Reporting Requirements**

Using the OHA prescribed "Start-Up Request & Expenditure Form," County shall prepare and submit electronically, to amhcontract.administrator@dhsosha.state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award." The reports must be prepared in accordance with forms prescribed by OHA and procedures described in Exhibit K, "Start-Up Procedures." Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment Start-Up, Section 1.e., and Settlement Start-Up language, Section 1.f.(1)(b).

3. **Service Name:** **ADULT SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **A&D 61**

a. **Service Description**

Adult Substance Use Disorder Residential Treatment Services (A&D 61) are Services delivered to Individuals 18 years of age or older who are unable to live independently in the community; cannot maintain even a short period of abstinence from substance abuse; are in need of 24-hour supervision, treatment, and care; and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 – 3.7.

The purpose of A&D 61 Services is to support, stabilize, and rehabilitate Individuals and to permit them to return to independent community living. A&D 61 Services provide a structured environment for an Individual on a 24-hour basis, consistent with Level 3.1 – 3.7 treatment, including entry, assessment, placement, service plan, service note, service record, transfer and continuity of care, co-occurring mental health and substance use disorders (COD), residential substance use disorders treatment and recovery services, and residential women’s substance use disorders treatment and recovery programs, as set forth in OAR 309-018-0135 through 309-018-0160 and OAR 309-018-0170 through 309-018-0180, as such rules may be revised from time to time, as appropriate to the Individual's needs and include structured counseling, educational services, recreation services, self-help group participation services, and planning for self-directed recovery management to support the gains made during treatment. A&D 61 Services address the needs of diverse population groups within the community with special emphasis on ethnic minorities.

Providers shall have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the program.

A&D 61 Services provided under this Agreement must be provided only to Individuals who are not eligible for Medicaid, who demonstrate a need for financial assistance based on an income below 200% of the current federal poverty level, and obtain insufficient healthcare coverage, including but not limited to, healthcare coverage that does not cover all of the services described herein or are limited to a limited number of days.

b. **Performance Requirements**

- (1) Providers of A&D 61 Services paid through this Agreement must comply with OAR 309-018-0135 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 61 Services paid through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090.
- (2) Subject to the preference for pregnant women and intravenous drug users described in Exhibit D, “Required Federal Terms and Conditions,” Contractor and Providers of A&D 61 Services paid through this Agreement shall give priority access to such Services first to Individuals referred by the

Department of Human Services and then to Individuals referred by Drug Treatment Courts from within the region, as such region is designated by OHA after consultation with Contractor. For purposes of this Service Description, “Drug Treatment Court” means any court given the responsibility pursuant to ORS 3.450 to handle cases involving substance-abusing offenders through comprehensive supervision, drug testing, treatment services, and immediate sanctions and incentives. A&D 61 Services paid through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and contiguous areas and no priority or preference shall be given to Individuals referred from any particular county, provider, or other entity.

- (3) Providers of A&D 61 Services paid through this Agreement shall be a culturally competent program, able to meet the cultural and linguistic needs of the Individual, and shall also be a co-occurring competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to the following tasks, all of which must be documented in the Individual’s clinical record:
- (a) Address co-occurring disorders, including gambling disorder, in program policies and procedures, client assessment, treatment and planning, program content, and transition or discharge planning;
 - (b) Screening of gambling behavior using OHA Problem Gambling Services GBIRT SUD screening toolkit to assess problem with gambling or gambling disorder. Program will refer Individuals with severe gambling disorder to community services during residential care, and Individuals with moderate or mild gambling disorder to community services during treatment or upon transition.
 - (c) Psychoeducational sessions to discuss gambling and co-addiction shall be provided. Toolkit for presentation materials can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. For technical assistance and training contact pgs.support@dhsoha.state.or.us.
 - (d) Address the interaction of the substance-related, gambling disorder and mental health disorders in assessing each Individual’s history of psychological trauma, readiness to change, relapse risk, and recovery environment;
 - (e) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on site or through coordinated consultation off site;
 - (f) The provider’s policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
 - (g) In addition to all applicable statutory and constitutional rights, every Individual receiving services has the right to receive medication specific to the Individual’s diagnosed clinical needs, including medications used to treat opioid dependence.

- (h) Involve the family or significant others of the Individual in the treatment process;
 - (i) Obtain clinically appropriate family or significant other involvement and participation in all phases of assessment, treatment planning, and treatment;
 - (j) Use treatment methods, appropriate for Individuals with significant emotional disorders, that are based on sound clinical theory and professional standards of care; and
 - (k) Plan the transition from residential to community-based Services and supports that are most likely to lead to successful clinical outcomes for each Individual. This includes scheduling a face-to-face meeting between the Individual and the community-based outpatient provider within seven (7) calendar days of discharge from the residential program.
- (4) Quality of Services provided under this Agreement will be measured in accordance with the following criteria:
- (a) **Engagement:** Engagement will be measured by reviewing the number of MOTS enrolled Individuals in treatment; and
 - (b) **Improvement in Life Circumstances:** Improvement in life circumstances will be measured by the number of Individuals participating in court programs (if applicable), enrolled in school or obtaining a GED, obtaining employment, returned to the community, and obtaining secured housing accommodations.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Payment Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation."

Use Payment and Confirmation language, Section 1.f.(2).

4. **Service Name:** **SUPPORTED CAPACITY FOR DEPENDENT CHILDREN
WHOSE PARENTS ARE IN ADULT SUBSTANCE USE
DISORDER RESIDENTIAL TREATMENT**

Service ID Code: **A&D 62**

a. **Service Description**

Supported Capacity for Dependent Children Whose Parents are in Adult Substance Use Disorder Residential Treatment (A&D 62) is housing services (room and board) delivered to Individuals who are dependent children age 18 and younger, of parent(s) who reside in substance use disorder residential treatment facilities, so the child(ren) may reside with their parent in the same substance use disorder residential treatment facility. The parent who is participating in residential treatment may or may not be a custodial parent during part or all of the treatment episode. The Department of Human Services, Child Welfare may have legal custody of the child(ren) but grant formal permission for the child(ren) to be placed with the parent during treatment and to reside in one of the dependent room and board placements.

b. **Performance Requirements**

Providers of A&D 62 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0180, as such rules may be revised from time to time. Providers of A&D 62 Services funded through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090, as such rules may be revised from time to time, and participate in outcome studies conducted by OHA.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsoha.state.or.us written quarterly summary reports on the delivery of A&D 62 Services, no later than the due dates listed below following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Reporting period	Reporting due dates
July – September	due October 21st
October – December	due January 21st
January – March	due April 21st
April – June	due July 21st

- (3) Each report shall provide the following information:

 - (a) Number of parents and children residing in the substance use disorder residential treatment facilities, including length of stay; and
 - (b) If the parent of dependent child(ren) are TANF eligible.
- e. **Financial Assistance Calculation, Disbursement and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation.”

Use Payment and Confirmation language, Section 1.f.(2).

5. **Service Name:** **PEER DELIVERED SERVICES**

Service ID Code: **A&D 63**

a. **Service Description**

For the purpose of A&D 63 Peer Delivered Services (A&D 63 Services), “Recovery Center,” “Facilitating Center,” “Peer Delivered Services,” and “Peer Support Specialist” shall have the following meanings:

Recovery Centers are comprised of and led by people in recovery from Substance Use Disorders, which is defined in OAR 309-019-0105121). The Recovery Centers maintain a structured daily schedule of activities where Peer Delivered Services may be delivered. Recovery Centers serve as recovery resources for the local community.

Facilitating Centers provide ongoing technical assistance and training for Recovery Centers and the community. Facilitating Centers provide resources and support for developing, expanding, and sustaining Recovery Centers. People in recovery must be involved in every aspect of program design and implementation.

Peer Delivered Services means an array of agency or community-based services and supports provided by peers, Peer Support Specialists, and Peer Wellness Specialists to Individuals or family members with similar lived experience. These services are intended to support the needs of Individuals and families, as applicable, as they progress through various stages in their recovery from Substance Use Disorders. Peer Delivered Services include, but are not limited to, the following:

Emotional support. Emotional support refers to demonstrations of empathy, caring, and concern that enhance self-esteem and confidence. Peer mentoring, peer coaching, and peer-led support groups are examples of peer-to-peer recovery services that provide emotional support.

Informational support. Informational support refers to sharing knowledge, information and skills. Peer-led life skills training, job skills training, educational assistance, and health and wellness information are examples of informational support.

Instrumental support. Instrumental support includes modeling and peer-assisted daily-life tasks that people with Substance Use Disorders may lack. Examples of instrumental support include getting to support groups, accessing childcare, completing job applications, locating alcohol and drug-free housing, and obtaining vocational, educational, and navigating health and social service programs.

Affiliational support. Affiliational support facilitates contact with other people to promote learning of social and recreational skills, create a community, and acquire a sense of belonging. Examples of affiliational support include introduction to Recovery Centers, alcohol and drug-free socialization opportunities, and exploring activities.

Family support. Family support includes educational, informational, and affiliation services for family members with relatives (as identified by the family) who are in recovery from Substance Use Disorders. These services are designed to help families develop and maintain positive relationships, improve family functioning, increase understanding of recovery processes, and build connections among family members for mutual support.

Peer Support Specialists are individuals as defined in OAR 309-019-0105(86), as such rules may be revised from time to time. Peer Support Specialists must comply with all requirements in accordance with OAR 410-180-0300 through 410-180-0380.

Population to be served, Eligible population, or Participants: Individuals with Substance Use Disorders and who are seeking recovery are the target population.

b. Performance Requirements

County shall use the financial assistance awarded for A&D 63 Services through this Agreement to provide Peer Delivered Services in a manner that benefits the Population to be served. The Peer Delivered Services must be delivered at Recovery Centers, agencies, or in communities, by Peer Support Specialists or Peer Wellness Specialists.

To the satisfaction of OHA, County shall ensure that Peer Delivered Services are:

- (1) Delivered by Peer Support Specialists and Peer Wellness Specialists who continuously adhere to the Standards of Professional Conduct in OAR 410-180-0340;
- (2) Delivered by Peer Support Specialists and Peer Wellness Specialists who are jointly supervised by clinical staff with documented training and experience with Peer Delivered Services and a certified Peer Support Specialist or Peer Wellness Specialist;
- (3) Delivered in accordance with a plan developed with or by the Individual receiving Services;
- (4) Documented and regularly reviewed by the Individual receiving Services; and
- (5) Documented either in MOTS or MMIS or comparably reported.

Providers employing Peer Support Specialists and Peer Wellness Specialist must develop and implement quality assurance processes to improve the quality of Peer Delivered Services supported by funds provided through this Agreement. OHA may recommend additional actions to improve quality.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

- (1) Within 30 calendar days of the County providing A&D 63 Services, County shall prepare and electronically submit a written entry baseline assessment report to amhcontract.administrator@dhsoha.state.or.us.
- (2) County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, written quarterly summary reports on the delivery of A&D 63 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
 - (a) The amount of financial assistance spent on A&D 63 Services as of the end of the reporting period;
 - (b) Number of Individuals served by Peer Support Specialist(s), categorized by age, gender, and ethnicity;
 - (c) Breakdown of Service received;
 - (d) Number of Individuals who acquired a safe, permanent, alcohol and drug free place to live in the community during Service participation;
 - (e) Number of Individuals who gained employment or engaged in productive educational or vocational activities during Service participation;
 - (f) Number of Individuals who remained crime-free during Service participation; and
 - (g) Number of Individuals served who are being retained from the previous quarter.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

6. **Service Name:** **HOUSING ASSISTANCE**

Service ID Code: **A&D 64**

a. **Service Description**

Housing Assistance Services assist Individuals, who are in recovery from Substance Use Disorders, in locating and paying for housing that supports that recovery. Individuals who receive assistance may be living with other family members (e.g., where a parent is re-assuming custody of one or more children).

All Individuals receiving A&D 64 Services funded through this Agreement must reside in County, be in recovery from Substance Use Disorders, were previously homeless or at risk of homelessness, and be participating in a verifiable program of recovery. OHA will not provide financial assistance for A&D 64 Services under this and succeeding Agreement for more than 24 consecutive months for any particular Individual, unless approved in advance by OHA in writing.

b. **Performance Requirements**

Housing Assistance Services include:

- (1) Rental Assistance in the form of cash payments, made on behalf of Individuals recovering from Substance Use Disorders, to cover all or a portion of the monthly rent and utilities for housing
- (2) Housing Coordination Services in the form of staff support to assist Individuals recovering from Substance Use Disorders in locating and securing suitable housing, and referrals to other resources.
- (3) Residential Costs to pay for move-in and barrier removal costs not to exceed 20% of total funds awarded to support securing and maintaining housing such as payment of rental deposits and fees; moving and storage costs; furnishing, supplies and equipment; payment of past due utility bills and securing a credit report. These must be one-time payments only; no on-going expenses. Housing expenses not eligible are permanent improvements to a building except for minor remodeling to improve accessibility. Barrier removal expenses not eligible are payments are any made that do not advance the effort to secure rental housing.

Utilization requirements for A&D 64 will be identified in a special condition, subject to funds awarded in a particular line of the Financial Assistance Award.

No funds shall be paid directly to individuals benefiting from A&D 64 Services.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of A&D 64 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by

OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Information and data as required on the OHA-provided reporting template;
- (2) Provide, for financial settlement purposes, the total amount expended during the subject quarter for the following:
 - (a) Amount expended for Housing Coordination and supports including staff positions.
 - (b) Amount expended for Administration.
 - (c) Amount expended for Residential Costs including move-in and barrier removal expenses .
 - (d) Amount expended for Rental Assistance.
- (3) All required reports submitted must be complete and accurate to the satisfaction of OHA. If a report is found to be incomplete or not accurate, it will be returned for correction and resubmission. Failure to submit complete and accurate reports could result in the withholding of future payment of Financial Assistance.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements**

See Exhibit D, "Payment, Settlement, and Confirmation."

Use Payment and Confirmation language, Section 1.f.(2).

7. **Service Name:** **INTOXICATED DRIVER PROGRAM FUND (IDPF)**

Service ID Code: **A&D 65**

a. Service Description

The Intoxicated Driver Program Fund (IDPF) supports the delivery of:

- (1) Eligible Services to Oregon residents who have been adjudicated in an Oregon court for Driving Under the Influence of Intoxicants (DUII) or Minor in Possession (MIP); and
- (2) Special Services provided for individuals adjudicated for DUII.

Definitions

- (1) “Eligible Individual” means an Oregon resident who:
 - (a) Has a household income below 200% of the US Federal Poverty Guidelines as they are periodically updated at: <https://aspe.hhs.gov/poverty-guidelines>; and
 - (b) Is not eligible for Medicaid or is underinsured.
- (2) “Information programs” means educational services for Individuals who have been adjudicated for an MIP, and do not meet diagnostic criteria for a substance use disorder.
- (3) “Treatment” means medically necessary and appropriate services for Individuals who meet diagnostic criteria for a current substance use disorder.
- (4) “Underinsured” means a household with out-of-pocket medical expenses greater than 5% of the household’s annual income.

b. Performance Requirements

- (1) Providers of Services funded through this Agreement must have a current Certificate and accompanying letter issued by OHA in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (2) DUII services providers funded through this Agreement must meet and comply with the program standards set forth in OAR 309-019-0195, as such rules may be revised from time to time.
- (3) Providers of Services paid through this Contract must include sufficient information in the Individual’s service record to document eligibility in the event of an audit. Examples include but are not limited to:
 - (a) Proof of income
 - (b) Proof of household size
 - (c) Medicaid eligibility denial documentation
 - (d) Out-of-pocket medical expenses documentation.
- (4) Eligible Services are limited to:

- (a) Providing treatment for Eligible Individuals who enter diversion agreements for DUII under ORS 813.200; or
 - (b) Providing treatment for Eligible Individuals convicted of DUII as required under ORS 813.021; or
 - (c) Providing treatment or information programs for Eligible Individuals convicted of MIP as required under ORS 471.432.
- (5) Special Services funded through this Agreement are for Individuals who enter a diversion agreement for or are convicted of DUII whether they are an Eligible Individual or not. Special Services are limited to:
- (a) Services required to enable an Individual with a disability to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200; or
 - (b) Services required to enable an Individual whose proficiency in the use of English is limited because of the person's national origin to participate in treatment at a Division approved DUII services provider as required by ORS 813.021 or ORS 813.200.
 - (c) Services may only be due to the Individual's disability or limited proficiency in the use of English.
- (6) OHA will follow the Behavioral Health Fee Schedule in making disbursements for Eligible Services including fee-for-service reimbursement for interpreter services. The Behavioral Health Fee Schedule is available at: <https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>. At no time will OHA provide financial assistance above the Behavioral Health Fee Schedule for Eligible Services.
- (7) For Special Services, OHA will make disbursements based on the County's actual cost up to \$500 per Individual. To receive payment for Special Services costs exceeding \$500 per Individual, County must obtain OHA's approval of the Special Services prior to incurring such costs.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2). In addition:

Invoice and required encounter data are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@dhsaha.state.or.us with the subject line - "Invoice, contract #(your contract number), contractor name", subject to the following:

- (a) Contractor shall use the Intoxicated Driver Program Fund (IDPF) SE-65 Invoice available at: <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

- (b) OHA will follow the Behavioral Health Fee Schedule in making payments for Eligible Services including fee-for-service reimbursement for interpreter services. At no time will OHA provide payments above the Behavioral Health Fee Schedule for Eligible Services. The Behavioral Health Fee Schedule is available at:
<https://www.oregon.gov/oha/HSD/OHP/Pages/Fee-Schedule.aspx>.
- (c) For Special Services, OHA will make payments based on the Contractor's actual cost. Contractor shall attach a copy of the bill or receipt for the Special Service provided.

8. Service Name: COMMUNITY BEHAVIORAL AND SUBSTANCE USE DISORDER SERVICES

Service ID Code: A&D 66

a. Service Description

- (1) Community Behavioral and Substance Use Disorder Services (A&D 66 Services) are Services delivered to youth and adults with Substance Use Disorders or to youth and adults with co-occurring substance use and mental health disorders. These Services shall be provided to Individuals who are not eligible for the Oregon Health Plan (OHP) or who otherwise do not have a benefit that covers the A&D 66 Services described in this Service Description.

The purpose of A&D 66 Services is to build upon resilience, assist Individuals to make healthier lifestyle choices, and to promote recovery from Substance Use Disorders. A&D 66 Services consist of outreach (case finding), early identification and screening, assessment and diagnosis, initiation and engagement, therapeutic interventions, continuity of care, recovery management, and Interim Services.

- (2) It is required that pregnant women receive Interim Services within 48 hours after being placed on a waitlist. At a minimum, 45 CFR §96.121 requires that Interim Services include the following:
- (a) Counseling and education about HIV and tuberculosis (TB);
 - (b) Risks of sharing needles;
 - (c) Risks of transmission to sexual partners and infants;
 - (d) Steps to ensure that HIV and TB transmission does not occur;
 - (e) Referral for HIV or TB treatment services, if necessary;
 - (f) Counseling on the effects of alcohol and drug use on the fetus; and
 - (g) Referral for prenatal care.
- (3) A&D 66 Services must be evidence-based or promising practices. Services may be reduced commensurate with reductions in funding by OHA. County shall provide the following Services, subject to availability of funds:
- (a) Outreach (case finding), early identification and screening, assessment and diagnosis, and education:
 - i. Outreach: Partner with healthcare Providers and other social service partners who provide screening for the presence of behavioral health conditions to facilitate access to appropriate Services.
 - ii. Early Identification and Screening: Conduct periodic and systematic screening that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the

- iii. Withdrawal management for Substance Use Disorders and supportive pharmacotherapy to manage symptoms and adverse consequences of withdrawal following assessment.

(c) Therapeutic Interventions:

General community-based Services, which may include:

- i. Condition management and a whole person approach to single or multiple chronic conditions based on goals and needs identified by the Individual;
- ii. General outpatient Services;
- iii. Medication management for:
 - A. Mental health disorders (when providing Services for Individuals with co-occurring mental and Substance Use Disorders).
 - B. Substance Use Disorders:
 - (A) Includes pharmacotherapy for adults diagnosed with opioid dependence, alcohol dependence, or nicotine dependence and without medical contraindications. Publicly funded programs will not discriminate in providing access to Services for Individuals using medications to treat and manage addictions.
 - (B) Pharmacotherapy, if prescribed, should be provided in addition to and directly linked with psychosocial treatment and support.
- iv. Detoxification for Individuals with Substance Use Disorders under OAR 415-050-0000 through 415-050-0095. Supportive pharmacotherapy may be provided to manage the symptoms and adverse consequences of withdrawal, based on a systematic assessment of symptoms and risk of serious adverse consequences related to the withdrawal process; and
- v. Meaningful Individual and family involvement.

(d) Continuity of Care and Recovery Management:

- i. Continuity of care Services includes:
 - A. Coordinate and facilitate access to appropriate housing Services and community supports in the Individual's community of choice;
 - B. Facilitate access to appropriate levels of care and coordinate management of Services and supports based on an Individual's needs in their community of choice;
 - C. Facilitate access to Services and supports provided in the community and Individual's home designed to

assist children and adults with Substance Use Disorders whose ability to function in the community is limited and for whom there is significant risk of higher level of care needed; and

D. Coordinate with other agencies to provide intensive care coordination sufficient to help Individuals prevent placement in a more restrictive level of care and to be successfully served in their community of choice.

ii. Recovery Management Services includes:

A. Continuous case management;

B. Monitoring of conditions and ongoing recovery and stabilization;

C. Individual and family engagement, including provision of childcare for parents actively involved in any of these treatment, education, outreach, or recovery support Services; and

D. Transition planning that addresses the Individual's needs and goals.

b. Performance Requirements

- (1) A Provider delivering A&D 66 Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual enrolled in the Oregon Health Plan.
- (2) The quality of A&D 66 Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. These criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded through this Agreement. County shall develop and implement quality assurance and quality improvement processes to improve progressively, as measured by the criteria set forth below, the quality of Services supported with funds provided through this Agreement. OHA may assign performance payments to some or all of these standards and measures and may recommend additional actions to improve quality.
 - (a) **Access:** Access is measured by OHA as the percentage of residents estimated by OHA surveys to need treatment who are enrolled in A&D 66 Services.
 - (b) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of their original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 days.
 - (c) **Utilization:** Utilization requirements for Individuals receiving continuum of care services (non-detox) will be identified in a Special Condition, subject to a particular line in Exhibit C, "Financial Assistance Award."

- (d) **Engagement:** Engagement is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who enter treatment following positive assessment.
- (e) **Treatment Service Retention:** Treatment Service retention is measured by OHA as the percentage of Individuals receiving A&D 66 Services under this Agreement who are actively engaged in treatment for 90 consecutive days or more.
- (f) **Reduced Use:** Reduced use is measured by OHA as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who reduce their use of alcohol or other drugs during treatment, as reported in the MOTS data system, upon planned interruption in Services or 90 day retention, whichever comes first.
- (g) **Completion:** Completion is measured as the percentage of Individuals engaged in and receiving A&D 66 Services under this Agreement who complete two thirds of their treatment plan and are engaged in recovery support or services at the time treatment Services are terminated. Providers of A&D 66 Services funded through this Agreement must participate in client outcome studies conducted by OHA.
- (h) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit completed within 7 calendar days after: (A) hospitalization for mental illness; or (B) any facility-based Service defined as residential.
- (i) **Hospital and Facility-Based Readmission rates:** Hospital and facility-based readmission rates are measured by the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days against the total number of discharges.
- (j) **Parent-Child Reunification:** Parent-child reunification is measured by the number of parents reunited with their child (or multiple children) against the number of parents served who have children in an out-of-home placement or foster care due to the Department of Human Service, Child Welfare Program's involvement.
- (k) **Functional Outcomes - Housing Status; Employment Status; School Performance; Criminal Justice Involvement:** The 4 functional outcome measures that will be monitored by OHA and reported to the County are as follows:
 - i. Housing Status: If improved housing status is a goal of treatment or an Individual is homeless or in a licensed care facility, this measure will be monitored. This measure is defined as the number of Individuals who improve housing status as indicated by a change from homelessness or licensed facility-based care to private housing against the total number of Individuals with a goal to improve housing.
 - ii. Employment Status: If employment is a goal of treatment, this measure will be monitored. This measure is defined as

the number of Individuals who become employed, as indicated by a change in employment status, against the number of Individuals with a goal of becoming employed.

- iii. **School Performance**: If school attendance is a goal of treatment, this measure will be monitored. The measure is defined as the number of Individuals who improve attendance in school while in active treatment against the total number of Individuals with a goal of improved attendance in school.
- iv. **Criminal Justice Involvement**: This measure will be monitored by OHA for Individuals referred for Services by the justice system. The measure is defined as the number of Individuals who were not arrested after 1 day or more of active treatment or 2 consecutive quarters (whichever comes first) against the total number of Individuals referred for Services by the justice system.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

- (1) Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) County shall prepare and electronically submit to amhcontract.administrator@dhsoha.state.or.us written annual summary reports on the delivery of A&D 66 Services, no later than 45 calendar days following the end of each subject year for which financial assistance is awarded through this Agreement.
- (3) Each report shall provide the following information:
Description of the delivery of A&D 66 Services provided to individuals who are not enrolled in MOTS at the time of their participation in Prevention, Education, or Outreach Service delivery, as described in this Service Description. Cases without evidence of treatment engagement in the clinical record do not count toward the Service delivery requirement, except as listed above for Prevention, Education, and Outreach.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, Section 1.f.(1).

9. **Service Name:** **SUBSTANCE USE DISORDER RESIDENTIAL & DAY TREATMENT CAPACITY**

Service ID Code: **A&D 67**

a. **Service Description**

Substance Use Disorder (SUD) Residential and Day Treatment Capacity (A&D 67) is for housing/lodging services for indigent, underfunded, or Medicaid-eligible Individuals who are enrolled in SUD adult or youth residential services or day treatment services where housing/lodging services are provided. A&D 67 Services provide a structured environment for an Individual on a 24-hour basis consistent with Level II and Level III of the American Society of Addiction Medicine (ASAM) patient placement criteria and transfer and continuity of care set forth in OAR 309-018-0135 through 309-018-0155 and 309-019-0135 through 309-019-0140, as such rules may be revised from time to time, are appropriate to the Individual's needs and include housing and food services.

Housing/lodging services includes;

- (1) Bed with a frame and clean mattress;
- (2) Pillow(s);
- (3) Linens; sheets, pillowcases, and blankets;
- (4) Bath towel and wash cloth;
- (5) Private dresser or similar storage area for personal belongings;
- (6) Meals: at least three meals must be provided daily in adequate amounts for each resident at each meal, as well as two snacks daily (may be subsidized with SNAP benefits);
- (7) Laundry services at least weekly for personal clothing, linens, bath towel, and wash cloth; and
- (8) Rent/Utilities (no additional charges to Individual while in treatment).

b. **Performance Requirements**

Providers of A&D 67 Services funded through this Agreement must comply with OAR 309-018-0100 through 309-018-0215 and OAR 309-019-0100 through 309-019-0220, as such rules may be revised from time to time. Providers of A&D 67 Services funded through this Agreement must also have a current approval or license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must participate in client outcome studies conducted by OHA.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

10. **Service Name:** YOUTH SUBSTANCE USE DISORDER RESIDENTIAL
TREATMENT SERVICES
Service ID Code: A&D 71

a. Service Description

Youth Substance Use Disorder (SUD) Residential Treatment Services (A&D 71) are services delivered to Individuals aged 12 through 17 who are unable to live independently in the community, cannot maintain even a short period of abstinence, are in need of 24-hour supervision, treatment, and care, and meet the treatment placement criteria indicated in the American Society of Addiction Medicine (ASAM) Level 3.1 through 3.7. The purpose of A&D 71 Services is to support, stabilize and rehabilitate youth to permit them to return to community living. A&D 71 Services provide a structured environment for an Individual on a 24-hour basis. Services are individualized and include structured counseling and activities that are designed to achieve treatment goals, educational services, recreation services, self-help group participation, and aftercare and recovery support planning. In addition, providers of A&D 71 Services must have written admission policies and procedures in place for Individuals who appropriately use prescribed medications to treat addiction. Written policies and procedures must include referrals to alternate treatment resources for those not admitted to the youth residential program. A&D 71 Services address the needs of diverse population groups within the community.

All of the A&D 71 Services paid through this Agreement must be delivered to Individuals who are non-Medicaid-eligible and are uninsured or under-insured.

b. Performance Requirements

Providers of A&D 71 Services paid through this Agreement must comply with OAR 309-018-0135 through 309-018-0215; as such rules may be revised from time to time. Providers of A&D 71 must utilize ASAM planning and placement best practice standards which include guidance around the frequency of a plan review. Providers of A&D 71 Services paid through this Agreement must also have a current license issued by OHA in accordance with OAR 415-012-0000 through 415-012-0090 and must meet all licensing requirements issued by DHS under OAR 413-215-0001 through 413-215-0131 and OAR 413-215-0501 through 413-215-0586.

Subject to the preference for pregnant women and intravenous drug users described in Exhibit D, "Required Federal Terms and Conditions," providers of A&D 71 Services paid through this Agreement must give priority access to such Individuals first. A&D 71 Services paid through this Agreement may be delivered to Individuals referred from any county within the State of Oregon and no priority or preference shall be given to Individuals referred from any particular county. County is required to request a Payment Authorization of youth residential services for Individuals eligible for A&D 71 Services from OHA. Upon OHA's approval, OHA will submit a letter of intent to County to provide residential services to the youth. OHA is not obligated to provide payment to County for non-Medicaid A&D 71 Services provided without Payment Authorization from OHA.

County may obtain the payment authorization form and instruction page from OHA's AMH web page at:

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Provider of A&D 71 Services must be a culturally competent program able to meet the cultural and linguistic needs of the Individual, as well as be a co-occurring mental health and substance use disorders competent program capable of delivering adequate and appropriate Services. Delivery of such Services must include, but is not limited to, the following, all of which must be documented in the clinical record:

- (1) Address co-occurring disorders in program policies and procedures, client assessment, treatment and planning, program content, and transition and discharge planning;
- (2) Address the interaction of the substance-related and mental health disorders in assessing each youth's history of psychological trauma, readiness to change, relapse risk, and recovery environment;
- (3) Arrange for, as needed, pharmacological monitoring and psychological assessment and consultation, either on-site or through coordinated consultation off-site;
 - a. The provider's policies and procedures shall prohibit titration of any prescribed medications, including prescribed medications for the treatment of opioid dependence as a condition of receiving or continuing to receive treatment.
 - b. In addition to all applicable statutory and constitutional rights, every individual receiving services has the right to receive medication specific to the individual's diagnosed clinical needs, including medications used to treat opioid dependence.
- (4) Involve the family or significant others of the youth in the treatment process;
- (5) Obtain clinically appropriate family or significant others involvement and participation in all phases of assessment, treatment planning, and treatment;
- (6) Use treatment methods appropriate for youths with significant emotional disorders that are based on sound clinical theory and professional standards of care; and
- (7) Plan the transition from residential to community-based services and supports that are most likely to lead to successful clinical outcomes for each youth. This includes scheduling a face-to-face meeting between the youth and the community-based outpatient provider within seven days of discharge from the residential program.

Providers of A&D 71 Services paid through this Agreement must participate in client outcome studies conducted by OHA.

c. Reporting Requirements

See Exhibit E, 10.

d. Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, "Payment, Settlement, and Confirmation."
Use Payment and Confirmation language, Section 1.f.(2).

11. Service Name: PROBLEM GAMBLING PREVENTION SERVICES

Service ID Code: A&D 80

a. Service Description

- (1) Problem Gambling Prevention Services (A&D 80 Services) are designed to meet the following objectives:
 - (a) Education aimed at increasing general public awareness of Problem Gambling that includes all populations of the general public; and
 - (b) Prevent Problem Gambling.
- (2) The goals and outcomes for County's A&D 80 Services must be described in County's OHA approved Problem Gambling Prevention Implementation Plan, using the form located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> ; and submitted electronically to OHA at: amhcontract.administrator@dhs.oha.state.or.us. County's A&D 80 Services will be monitored and evaluated on the basis of the County's effectiveness in achieving the goals and outcomes identified in the County's OHA approved Problem Gambling Prevention Implementation Plan and through the Problem Gambling Prevention Data Collection System at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

b. Performance Requirements

- (1) County shall designate a problem gambling prevention coordinator, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:
 - (a) Implementation plan development, utilizing a comprehensive planning framework for addressing awareness of problem gambling and prevention education. Plans must reflect the requirements within the Problem Gambling Tier Level Funding Performance Standards located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>. Planning frameworks shall demonstrate the following: community assessment of current status of the problem, desired outcome, strategic plan to meet outcome; and evaluation plan;
 - (b) Continuously conducting a community assessment every five years (FY2025-26), and utilizing County's community assessment results to identify trackable outcome measurements within Implementation Plan;
 - (c) Implementation of problem gambling prevention activities each quarter related to identified goals within Implementation Plan, unless preauthorized by OHA Problem Gambling Prevention Services Specialist;
 - (d) Monitoring, implementation, evaluation and oversight of the Problem Gambling Prevention Implementation Plan in accordance with the "Special Reporting Requirements" section below and submitting electronically to OHA through the Problem Gambling Prevention

Quarterly Data Reporting Collection System at
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.

- (e) Preparation of reports, as described in the “Special Reporting Requirements” section below;
 - (f) Oversight and coordination of A&D 80 Services, activities, and programs provided in the County;
 - (g) Completion of Problem Gambling Prevention Coordinator Training Series requirements within six months from the date of hire or designation as coordinator. The Problem Gambling Prevention Coordinator Training Series requirements are located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>;
 - (h) Attend a minimum of 8 hours of OHA Problem Gambling Services approved trainings per calendar year, separate from the Problem Gambling Prevention Coordinator Training Series referenced above;
 - (i) Development and adoption of a comprehensive written policy, on gambling in the workplace; and
 - (j) Participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Technical Assistance Visit Toolkit and Schedule located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>
- (2) County shall designate a problem gambling prevention supervisor, who is qualified by virtue of knowledge, training, experience and skills, that shall be responsible for:
- (a) Completion of the Problem Gambling Prevention Supervisor Training within 3 months from date of designation as problem gambling prevention supervisor.
 - (b) The Problem Gambling Prevention Supervisor Training requirements are located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx/>.
- (3) The financial assistance awarded to County for A&D 80 Services in the subsequent contracting period will, in part, depend upon achievement of the goals and outcomes set forth in the County’s Problem Gambling Prevention Implementation Plan. In the event of a conflict or inconsistency between the provisions of the County’s Problem Gambling Prevention Implementation Plan and provisions of this Service Description, the provisions of this Service Description shall control.
- (4) Providers of A&D 80 Services must implement A&D 80 Services funded through this Agreement in accordance with the County’s current Problem Gambling Prevention Implementation Plan.

c. **Special Reporting Requirements**

- (1) All A&D 80 Services provided by County under this Agreement must be reported and submitted electronically to OHA on a quarterly basis through the Oregon Problem Gambling Prevention Quarterly Data Reporting Collection System, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Prevention.aspx> no later than 45 calendar days following the end of each quarter February, May, August, November and February with respect to Services provided in the prior quarter.
- (2) County shall notify OHA Statewide Problem Gambling Prevention and Outreach Specialist within 10 business of any changes related to designated Problem Gambling A&D 80 Services program staff. Notification shall be sent to pgs.support@dhsoha.state.or.us

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(2).

12. Service Name: PROBLEM GAMBLING TREATMENT SERVICESService ID Code: **A&D 81****a. Service Description**

- (1) For purposes of this A&D 81 Service Description, an Individual must have one of the diagnoses listed below in order to obtain services and the diagnosis must be primary or secondary.
 - (a) A diagnosis of Gambling Disorder, defined as an Individual with persistent and recurrent problematic gambling behavior leading to significant impairment or distress, as indicated by the Individual exhibiting one or more diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders; or
 - (b) A diagnosis of Other Specific Disruptive, Impulse Control and Conduct Disorder, as an Individual with clinically significant distress or impairment in social, occupational, or other important area of functioning. This diagnosis in terms of Problem Gambling Treatment Services and reimbursement for these services should be used for clients who present with an Internet Gaming Disorder; or
 - (c) A diagnosis of relationship distress with spouse or intimate partner; a diagnosis of relational problems or problems related to psychosocial circumstances; or diagnosis of stressful life events affecting family and household.
- (2) Problem Gambling Treatment Services (A&D 81 Services) are as follows:
 - (a) Outpatient A&D 81 Services provide problem gambling assessment, treatment, rehabilitation and peer support services, delivered on an outpatient basis or intensive outpatient basis to Individuals and those in relationships with Individuals with gambling related problems who are not in need of 24-hour supervision for effective treatment. Outpatient A&D 81 Services must include regularly scheduled face-to-face or non-face-to-face therapeutic sessions or services, in response to crisis for the Individual, and may include individual, group, couple, family counseling, and peer support.
 - (b) “Session” or “treatment session” means A&D 81 Services delivered in individual, couple, family, group or peer support modalities. Treatment sessions must be reported by type (e.g., individual, couple, family, or group) and length (time).
 - (c) Client-identification/referral pathway development and maintenance: Targeted outreach with the primary purpose of facilitating enrollment of those with a gambling disorder and/or problem with gambling and, if appropriate, those concerned others into treatment. Focus is on developing relationships with entities such as social service, allied health, behavioral health, and criminal justice organizations to conduct regular screenings and referrals.

- (d) In reach activities: Treatment-specific efforts that engage, educate and assist behavioral health programs with screening, identification and referral to A&D 81 Services.
- (e) A&D 81 Services are to be made available to any Oregon resident with a Gambling Disorder, problematic gambling, or diagnosis of relational problem as defined above. A&D 81 Services to out-of-state residents are permissible if the presenting Gambling Disorder or relational problem diagnoses are reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

- (1) County shall maintain Certification, as provided under OAR 309-008-0100 through 309-008-1600 “Certification of Behavioral Health Treatment Services,” for all levels of outpatient treatment in accordance with OAR 309-019-0100 through 309-019-0220 “Outpatient Behavioral Health Services,” as such rules may be revised from time to time.
- (2) County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 81 Services fails to meet any of the performance requirements, the specific performance requirements that are out of compliance will be reviewed at a specifically scheduled performance requirement site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA PG Net data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 81 Services are as follows:

- (a) **Access:** The amount of time between an Individual requesting A&D 81 Services and the first offered service appointment must be 5 business days or less for at least [90%] of all Individuals receiving A&D 81 Services funded through this Agreement.
- (b) **Client Satisfaction:** The percent of Individuals receiving A&D 81 Services who have completed a satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Satisfaction surveys must be completed by no less than [50%] of total enrollments.
- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 81 Services who actively engage in treatment for at least 10 clinical sessions must be at least [40%].

- (e) **Successful Completion:** The percent of all Individuals receiving A&D 81 Services who successfully complete treatment must be at least [35%] (unadjusted rate). Successful completion of problem gambling treatment is defined as Individuals who have: (a) achieved at least [75%] of short-term treatment goals; (b) completed a continued wellness plan (i.e., relapse prevention plan); and (c) lack of engagement in problem gambling behaviors for at least [30] consecutive days prior to successful completion of A&D 81 Services.
 - (f) **Admission Survey Completion:** The percent of Individuals receiving A&D 81 Services who complete an admission survey must not be less than [95%.]
- (3) **Technical Assistance and Program Development**
- (a) County shall participate in a minimum of one Technical Assistance/Program Development visit in a three year period. Schedule of visit, located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (b) County shall collaborate with OHA PGS staff in developing and implementing a Program Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (c) County shall participate in semi-annual connection review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structured form that can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (d) County shall provide problem gambling in-reach efforts within their A&D 81 Service organization. This should include training to clinical staff on engagement, education, screening, identification and referrals to A&D 81 Services using the Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) toolkit and type model, which can be found at:
<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (e) County shall provide problem gambling community outreach efforts to a population in either phase 2, 3, or 4 defined within the OHA PGS GBIRT and Referral Pathways Implementation Toolkit. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. This should include training of professionals on engagement, education, screening, identification

and referrals to A&D 81 Services using a Gambling Screening, Brief Intervention, and Referral to Treatment (GBIRT) type model.

- (f) Persons providing A&D 81 Services, prior to working with an individual with problematic gambling must complete the “Problem Gambling for Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.
- (g) County shall complete a Oregon Problem Gambling Counselor Competency Evaluation and submit to OHA approved portal. This evaluation shall be completed on each Program’s gambling clinician at a minimum of once every odd numbered year. Information provided to OHA will be anonymous and assist with determining needs within the workforce to be addressed. Evaluation tool can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>
- (h) A&D 81 Services are limited to [12] months per Individual for an active treatment episode. This Service limitation will count [12] consecutive months, starting with the Individual’s enrollment date. Individuals must have been out of active treatment service for a minimum of [90] consecutive days prior to any re-enrollment in the state system.

County may request an extension of the [12] month Service limitation by submitting aLength of Stay Extension request in the OHA PG Net data collection system located at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

Continuing care or aftercare service is limited to [12] months per Individual and provided upon successful completion of gambling treatment Services. This Service limitation will continue [12] consecutive months starting with the Individual’s discharge date.

c. Special Reporting Requirements

County shall notify OHA Problem Gambling Treatment and Recovery Specialist within 10 business days of any changes related to designated Problem Gambling A&D 81 Services program staff. Notification shall be sent to pgs.support@dhs.oha.state.or.us.

County shall submit the following information to OHA regarding Individuals receiving A&D 81 Services.. All Providers of A&D 81 Services shall comply with OHA PG Net data collection system and manual located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (1) Admission Data: The admission screen within the OHA PG Net data collection system and admission survey must be collected and submitted within [14] calendar days of the first treatment contact with an Individual.

- (2) Survey Consent Form: A completed consent form to participate in admission survey, satisfaction survey and evaluation follow-up efforts must be administered and collected via the OHA PG Net data collection system. Refusal to participate in surveys must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 81 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Services, personnel rendering Services (including their name, credentials and signature), and a clinical note including a description of the session .
- (4) Discharge Data: Discharge data must be collected and submitted within [90] calendar days after the last date of Service to an Individual.

d. **Financial Assistance Calculation, Disbursement, Confirmation of Performance and Reporting Requirements, & Provider Audit Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

- (1) OHA will provide financial assistance for A&D 81 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (2) OHA will not make multiple financial assistance disbursements for a single clinical activity, except for group therapy. For example, OHA will not provide financial assistance for an individual treatment session for both an Individual and his or her spouse when the treatment was delivered in a single marital session.
- (3) Providers of A&D 81 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (4) Providers of A&D 81 Services funded through this Agreement shall not use third party insurance. A&D 81 Services are to be a single payer source.
- (5) Provider Audits: Providers receiving funds under this Agreement, for A&D 81 Services, are subject to audits of all funds applicable to A&D 81 Services rendered. The purpose of these audits is to:
 - i. Require proper disbursements were made for covered A&D 81 Services;
 - ii. Recover over-payments;
 - iii. Discover any potential or actual instances of fraud and abuse; and

- iv. Verify that encounter data submissions are documented in the client file, as required and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

- (6) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 81 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” OHA may amend the amount of funds awarded for A&D 81 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 81 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

13. Service Name: GAMBLING DISORDER RESIDENTIAL SERVICESService ID Code: A&D 82**a. Service Description**

For purposes of this A&D 82 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

- (1) Gambling Disorder Residential Services (A&D 82 Services) are Services that provide problem gambling assessment, treatment, rehabilitation, and 24-hour observation monitoring for Individuals with a Gambling Disorder.
- (2) Referral to A&D 82 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 82 Service provider.
- (3) A&D 82 Services are to be made available to any Oregon resident with a Gambling Disorder, as defined above. A&D 82 Services to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

- (1) County shall maintain a License as provided under OAR 415-012-0000 through 415-012-0090, "Licensure of Substance Use Disorder and Problem Gambling Residential Treatment and Recovery Services," and provide gambling treatment residential services, in accordance with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services," as such rules may be revised from time to time.
- (2) County shall meet the performance standards, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 82 Services fails to meet any of the performance standards, the specific performance standards that are out of compliance will be reviewed at a specifically scheduled performance standards site review or OHA may reduce the monthly allotments based on under-used allotments identified through the OHA PG Net data collection system or other required reports in accordance with the "Special Reporting Requirements" section below.
 - (a) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 82 Services and the first offered service appointment must be 10 calendar days or less for at least [90%] of all Individuals receiving A&D 82 Services funded through this Agreement.
 - (b) **Client Satisfaction:** The percent of Individuals receiving A&D 82

Services who have completed a problem gambling client satisfaction survey and would positively recommend the Provider to others must not be less than [85%.] Client satisfaction surveys must be completed by no less than [85%] of total enrollments.

- (c) **Long-term Outcome:** At the 6-month follow up for Individuals completing treatment, a minimum of [50%] must report abstinence or reduced gambling.
- (d) **Retention:** The percent of Individuals receiving A&D 82 Services who actively engaged in treatment for [25] or more consecutive days must be at least [40%].
- (e) **Successful Completion:** The percent of all Individuals receiving A&D 82 Services who successfully complete treatment must be at least [70%.] Successful Completion of problem gambling treatment is defined as the Individuals who: (a) are stabilized to safely return to the community and have established contact with a treatment professional, including a scheduled appointment, in their local community for continuing care; (b) have achieved at least [75%] of short-term treatment goals; and (c) have completed a continued wellness plan (i.e. relapse prevention plan).
- (f) **Admission Survey Completion:** The percent of Individuals receiving A&D 82 Services who complete an admission survey must not be less than [95%.]

c. Technical Assistance and Program Development

- (1) County shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of Visit is located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (2) County shall create and implement a Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: <https://www.oregon.pgs.org/treatment/>.
- (3) County shall participate in semi-annual connection review with OHA. These reviews will be completed via conference call, webinar or in person with the use of a structure form that can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (4) County shall adhere to the guidelines within the OHA PGS Residential Treatment Transition Toolkit to ensure best practices among residential and outpatient transitions. Toolkit can be found at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
- (5) Persons providing A&D 82 Services, prior to working with an individual

with problematic gambling must complete the “Problem Gambling for Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at:

<https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

- (6) County shall complete an Oregon Problem Gambling Counselor Competency Evaluation and submit to OHA approved portal. This evaluation shall be completed on each Program’s gambling clinician at a minimum of once every odd numbered year. Information provided to OHA will be anonymous and assist with determining needs within the workforce to be addressed. Evaluation tool can be found at:
- <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

d. Special Reporting Requirements

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 82 Services program staff.

County shall submit the following information to OHA regarding Individuals receiving A&D 82 Services. All Providers of A&D 82 Services shall comply with the current OHA PG Net data collection system and manual, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (1) Admission Data: The admission screen within the OHA PG Net data collection system and the admission survey must be collected and submitted within 14 calendar days of the first treatment contact with an Individual.
- (2) Client Consent Form: A completed consent form to participate in admission survey, satisfaction survey and evaluation follow-up efforts must be administered and collected via the OHA PG Net data collection system. Refusal to participate in surveys must be documented in the client file.
- (3) Encounter Data Reporting Requirements: All Providers of A&D 82 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format.

Prior to submitting data, each encounter claim must be documented in the clinical record and must include the date of the encounter Service, type of Service rendered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note including a description of the session.

- (4) Discharge Data: Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

e. Financial Assistance Calculation, Disbursement, Settlement, & Provider Audit Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(1). In addition:

- (1) OHA will provide financial assistance for A&D 82 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Procedure Codes and Rates for Treatment Providers rate sheet, located at <http://www.oregonpgs.org/treatment/billing-codes-and-rates/>, as it may be revised from time to time.
- (2) Providers of A&D 82 Services shall not charge Individuals whose Services are paid through this Agreement any co-pay or other fees for such Services.
- (3) Provider Audits: Providers receiving funds under this Agreement, for A&D 82 Services, are subject to audits of all funds applicable to A&D 82 Services rendered. The purpose of these audits is to:
 - (a) Require proper disbursements were made for covered A&D 82 Services;
 - (b) Recover over-payments;
 - (c) Discover any potential or actual instances of fraud and abuse; and
 - (d) Verify that encounter data submissions are documented in the client file, as required, and described in the “Special Reporting Requirements” above.

Providers may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-1510 “Fraud and Abuse,” as such rules may be revised from time to time.

- (4) OHA’s obligation to provide assistance under this Agreement is subject to the satisfaction of the County delivering the anticipated level of A&D 82 Services, upon which the allotments were calculated. If, for a period of 3 consecutive months during the term of this Agreement, County delivers less than the anticipated level of Services, upon which allotments were calculated in a particular line of Exhibit C, “Financial Assistance Award,” OHA may amend the amount of funds awarded for A&D 82 Services in proportion to the under-utilization during that period, including but not limited to reducing the amount of future funds awarded for A&D 82 Services in an amount equal to funds reduced under that line of the Financial Assistance Award for under-utilization. An amendment shall be prepared and executed between OHA and County to reflect this reduction.

14. Service Name: PROBLEM GAMBLING RESPITE TREATMENT SERVICES

Service ID Code: A&D 83

a. Service Description

For purposes of this A&D 83 Service Description, an Individual with a Gambling Disorder is an Individual with persistent and recurrent problematic gambling behavior leading to clinically significant impairment or distress, as indicated by the Individual meeting the diagnostic criteria of the most current version of the Diagnostic and Statistical Manual for Mental Disorders. This diagnosis must be primary or secondary.

Problem Gambling Respite Treatment Services (A&D 83 Services) are problem gambling treatment Services designed to supplement Problem Gambling Treatment Outpatient Services (A&D 81 Services). A&D 83 Services are to be delivered to Individuals who have special needs in relation to A&D 81 Services, such as highly suicidal Individuals or Individuals with co-occurring psychiatric conditions.

- (1) The specific A&D 83 Services that may be delivered with funds provided through this Agreement and directed at Individuals with problems related to a gambling disorder are as follows:
 - (a) Secure Residential Treatment Facility (1-14 day residential care at a psychiatric health care facility): Providers of this Service must have OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-035-0100 through 309-035-0225, "Residential Treatment Facilities and Residential Treatment Homes for Adults with Mental Health Disorders".
 - (b) Respite Care Service (1-14 day residential care at an alcohol and drug treatment facility): Providers of this Service must have:
 - i. OHA approved, written policies and procedures for operating this Service, hold licensure and comply with OAR 309-018-0100 through 309-018-0215 "Residential Substance Use Disorders and Problem Gambling Treatment and Recovery Services;" and
 - ii. A current license issued by the OHA in accordance with OAR 415-012-0000 through 415-012-0090 "Licensure of Substance Use Disorders and Problem Gambling Residential Treatment and Recovery Services."

Referral to A&D 83 Services is through an approved A&D 81 Problem Gambling Treatment Outpatient Service provider or Emergency Department, with specific approval of the A&D 83 Service provider.

- (2) A&D 83 Services are to be made available to any Oregon resident with a Gambling Disorder as defined above. A&D 83 Services provided to out-of-state residents are permissible if the presenting Gambling Disorder is reported as primarily related to an Oregon Lottery product or Oregon Indian Gaming Center.

b. Performance Requirements

County shall meet the performance requirements, which are imposed and assessed on an individual County basis, listed below. If OHA determines that a Provider of A&D 83 Services fails to meet any of the specified performance requirements, the specific performance requirements out of compliance will then be reviewed at a specifically scheduled performance standards site review or OHA may deny invoiced payments based on insufficient data or performance requirements identified through the OHA PG Net data collection system or other required reports in accordance with the “Special Reporting Requirements” section below.

The performance requirements for A&D 83 Services are as follows:

- (1) **Access:** The amount of time between an Individual with a Gambling Disorder requesting A&D 83 Services and the first offered service appointment must be [2] business days or less for at least [100]% of all Individuals receiving A&D 83 Services funded through this Agreement.
- (2) **Successful Completion:** The percent of all Individuals receiving A&D 83 Services who successfully complete treatment must be at least [100]%. Successful completion of problem gambling treatment is defined as Individuals who: (a) are stabilized, to safely return to the community, and have established contact, including a scheduled appointment, with a treatment professional in their local community for continuing care; or (b) have been transferred to residential gambling treatment Services.
- (3) **Technical Assistance and Program Development**
 - (a) Program shall participate in a minimum of one Technical Assistance/Program Development visit in a three-year period. Schedule of Visit located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (b) County shall create and implement a Development Plan based on feedback from the Technical Assistance and Program Development visit. Plan template can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>. Plan must be on file with OHA PGS staff. Process/procedure and reporting guidelines for Technical Assistance and Program Development visit is located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>.
 - (c) Persons providing A&D 83 Services, prior to working with an individual with problematic gambling must complete the “Problem Gambling Social Service Professionals” training series, Modules One through Three within six months of agency assignment to problem gambling client services. Information on the training series can be found at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Workforce.aspx>.

c. **Special Reporting Requirements**

County shall notify OHA Problem Gambling Services Manager within 10 business days of any changes related to designated Problem Gambling A&D 83 Services program staff.

County shall submit the following information to OHA regarding Individuals receiving A&D 83 Services. All Providers of A&D 83 Services shall comply with PG Net data collection system and manual, located at <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/PG-Net.aspx>.

- (1) **Intake Data:** The admission screen within PG Net must be completed and submitted within 14 calendar days of the first treatment contact with an Individual.
- (2) **Encounter Data Reporting Requirements:** All Providers of A&D 83 Services funded through this Agreement must submit Individual-level, Service delivery activity (encounter data) within 30 calendar days following the end of each month.

Encounter data must be submitted electronically utilizing the HIPAA approved “837” format.

Prior to submitting data, each encounter claim, must be documented in the clinical record and must include the date of the encounter Service, type of Service delivered, time of Service, length of Service, setting of Service, personnel rendering Service (including their name, credentials and signature), and a clinical note including a description of the session.

- (3) **Discharge Data:** Discharge data must be collected and submitted within 90 calendar days after the last date of Service to an Individual.

d. **Financial Assistance Calculation, Disbursement and Provider Audit Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language. In addition:

- (1) OHA will provide financial assistance for A&D 83 Services identified in a particular line of Exhibit C, “Financial Assistance Award,” as specified in the PGS Billing Codes and Rates for Treatment Providers rate sheet, located at: <https://www.oregon.gov/oha/HSD/Problem-Gambling/Pages/Treatment.aspx>, as it may be revised from time to time.
- (2) Providers of A&D 83 Services funded through this Agreement shall not charge Individuals, whose Services are paid through this Agreement, any co-pay or other fees for such Services;
- (3) Providers of A&D 83 Services funded through this Agreement shall not use third party insurance. A&D 83 Services are to be a single payer source.

- (4) Provider Audits: Providers receiving funds under this Agreement, for providing A&D 83 Services, are subject to audits of all funds applicable to A&D 83 Services rendered. The purpose of these audits is to:
- i. Ensure proper disbursements were made for covered A&D 83 Services;
 - ii. Recover over expenditures;
 - iii. Discover any potential or actual instances of fraud and abuse; and
 - iv. Verify that encounter data submissions are documented in the client file, as required, and described in the “Special Reporting Requirements” section above.

Providers of A&D 83 Services funded through this Agreement may be subject to OAR 407-120-1505 “Provider and Contractor Audits, Appeals, and Post Payment Recovery,” and OAR 410-120-0380 “Fraud and Abuse,” as such rules may be revised from time to time.

15. Service Name: **SYSTEM MANAGEMENT AND COORDINATION**

Service ID Code: **MHS 01**

a. Service Description

As identified in OAR 309-014-0010 the purpose of a Community Mental Health Program (CMHP) is to provide a system of appropriate, accessible, coordinated, effective, efficient safety net services to meet the mental health needs of the citizens of the community.

System Management and Coordination (MHS 01 Services) is the central management of a Mental Health Services system for which financial assistance is included in Exhibit C, "Financial Assistance Award," of this Agreement.

County shall establish and maintain a structure for meaningful system design and oversight that includes involvement by Individuals and families across all ages that have or are receiving Mental Health Services.

System design and oversight must include:

- (1) Planning;
- (2) Implementation;
- (3) Monitoring;
- (4) Documentation of Service delivery in compliance with state and federal requirements;
- (5) Contract and subcontract negotiation and monitoring;
- (6) Coordination with state hospital Services;
- (7) Evaluation of Services and supports; and
- (8) Involvement in activities that focus on:
 - (a) Resource allocation;
 - (b) Outcomes;
 - (c) Quality improvement; and
 - (d) Advisory councils.

b. Performance Requirements

County shall provide, but is not limited to, the following:

- (1) In providing MHS 01 Services, County must comply with OAR 309-014-0000 through 309-014-0040, as such rules may be revised from time to time.
- (2) Provide pre-commitment Services to include, but not limited to:
 - (a) A pre-commitment investigation of an Individual who has been placed on an emergency psychiatric hold or for whom two persons have petitioned the court for the Individual's commitment to OHA. The investigation may only be conducted by a Certified Mental Health Investigator (as established by OAR 309-033-0920) who has not provided to the Individual any crisis Services.

- (b) The development of a treatment plan to:
 - i. Divert an Individual from a commitment hearing; or
 - ii. If the Individual is committed, to provide for the initial post-hearing care, custody, and treatment of the Individual.
 - (3) Assigning and placing a committed Individual in a treatment Service appropriate to the Individual's needs and monitoring the care, custody, and treatment of a committed Individual under County's jurisdiction whether the Individual is placed at an inpatient facility, on trial visit or outpatient commitment at an outpatient setting.
 - (4) Ensuring that all legal procedures are performed as required by statute and administrative rule.
 - (5) Investigate and report allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting, and protective services must be completed in compliance with ORS 430.731 through 430.768 and OAR 407-045-0000 through 407-045-0955, as such statutes and rules may be revised from time to time.
- c. **Special Reporting Requirements**

None.
- d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

16. Service Name: **AID AND ASSIST CLIENT SERVICES**

Service ID Code: **MHS 04**

a. Service Description

MHS 04 – Aid and Assist Client Services provides Restoration Services and periodic assessment of a defendant’s capacity to stand trial as required in ORS 161.370 while the defendant resides in the community. These Services are required to restore an Individual’s ability to aid and assist in their own defense, before the Individual can stand trial. Primary population for community Restoration Services are Individuals who are unable to aid and assist in their own defense due to a primary “mental disease or defect” (substance abuse, personality disorders, and pedophilia may be co-morbid to the primary condition, but cannot be the primary drivers of the inability to aid and assist, in keeping with ORS 161.370) AND not found by the Court to be dangerous to self or others.

(1) Restoration Services include:

- (a)** Providing the Individual with the education necessary to best facilitate the Individual’s return to capacity including, but not limited to:
 - i.** Skills training regarding court room procedures, roles, language and potential outcomes of the court process;
 - ii.** Incidental support (e.g. purchase of food, clothing, or transportation, etc.); and
 - iii.** Linkages to benefits and community resources such as Supplemental Nutrition Assistance Program (SNAP), housing/shelter, Medicaid enrollment, and cash assistance.
- (b)** Coordination and consultation to the jurisdictional court or other designated agencies within the criminal justice system and Oregon State Hospital (OSH) while the Individual is residing in the community and in the process of being returned to capacity. Services include, but are not limited to:
 - i.** Coordination of the periodic assessment of capacity to aid and assist with the appropriate court;
 - ii.** Collaboration and coordination with community corrections;
 - iii.** Consultation to the County Mental Health Court, if Mental Health Court is available in the service area;
 - iv.** Participation in Mental Health and Law Enforcement collaboration meetings; and
 - v.** Communication of court ordered requirements, limitations, and court dates.
- (c)** Assist the Individual in accessing community supports that will promote recovery and community integration, including, but not limited to:

- i. Case management;
- ii. Skills training;
- iii. Crisis services;
- iv. Individual or group therapy;
- v. Alcohol and drug addiction treatment; and
- vi. Psychiatric prescription management and medication education.

(d) Administrative activities related to the Restoration Services described above, including but not limited to:

- i. Reporting of the Individual's compliance with the conditional release requirements through monthly reports to appropriate court; and
- ii. Providing interim quarterly reports for the purpose of communicating current status of Individuals to Oregon Health Authority/Health Systems Division (OHA/HSD) and the court of jurisdiction.

(2) The County shall allocate reasonable staffing within available funding to meet the needs of the community and provide the necessary Services as described in subsection a. above.

b. Performance Requirements

Providers of MHS 04 Services funded through this Agreement:

- (1) Shall comply with ORS 161.365, ORS 161.370, OAR 309-088-0105, OAR 309-080-0115, OAR 309-088-0125, and OAR 309-088-0135, as such statutes and rules may be revised from time to time; and
- (2) May reasonably use funds to improve outcomes and services for Individuals found unfit to proceed by improving systems and collaboration effecting this population.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhs.oh.state.or.us, written quarterly reports on the delivery of MHS 04 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall provide the following information per month for each subject quarter:

- (1) For Individuals who have a community consultation completed, provide the following information:
 - (a) Individuals' name;

- (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living Situation;
 - (h) Consultation referral date;
 - (i) Consultation face-to-face date;
 - (j) Date the findings report was provided to the court;
 - (k) Recommendation from the findings report provided to the court; and
 - (l) Court's determination on Individual's placement.
- (2) For Individuals who are engaged in community-based restoration services, provide the following information:
- (a) Individual's name;
 - (b) Gender;
 - (c) Date of birth
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Living situation;
 - (h) Beginning date of restoration services; and
 - (i) Description of services provided.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

17. Service Name: **ASSERTIVE COMMUNITY TREATMENT SERVICES (ACT)**

Service ID Code: **MHS 05**

a. Service Description

(1) Definitions:

- (a) Assertive Community Treatment (ACT)** means an evidence-based practice designed to provide comprehensive treatment and support Services to Individuals with Serious and Persistent Mental Illness. ACT is intended to serve Individuals who have severe functional impairments and who have not responded to traditional psychiatric outpatient treatment. ACT Services are provided by a single multi-disciplinary team, which typically includes a psychiatrist, a nurse, and at least 2 case managers, and are designed to meet the Individual's needs and to help keep the Individual in the community and out of a structured service setting, such as residential or hospital care. ACT is characterized by:
- i.** Low client to staff ratios;
 - ii.** Providing Services in the community rather than in the office;
 - iii.** Shared caseloads among team members;
 - iv.** 24-hour staff availability;
 - v.** Direct provision of all Services by the team (rather than referring Individuals to other agencies); and
 - vi.** Time-unlimited Services.
- (b) ACT-Eligible Individual** means an Individual who meets ACT Admission Criteria established in OAR 309-019-0245.
- (c) Competitive Integrated Employment** means full-time or part time work, at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not Individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not Individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not Individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.

- (d) **Division Approved Reviewer** means the Oregon Center of Excellence for Assertive Community Treatment (OCEACT). OCEACT is OHA's contracted entity responsible for conducting ACT fidelity reviews, training, and technical assistance to support new and existing ACT Programs statewide.
- (e) **Serious and Persistent Mental Illness (SPMI)** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an Individual 18 years of age or older:
 - i. Schizophrenia and other psychotic disorders;
 - ii. Major depressive disorder;
 - iii. Bipolar disorder;
 - iv. Anxiety disorders limited to Obsessive Compulsive Disorder (OCD) and Post Traumatic Stress Disorder (PTSD);
 - v. Schizotypal personality disorder; or
 - vi. Borderline personality disorder.

(2) **Services:**

- (a) ACT is an evidence-based practice for Individuals with SPMI. ACT is characterized by:
 - i. A team approach;
 - ii. Community based;
 - iii. A small client-to-staff caseload, typically 10:1, to consistently provide necessary staffing diversity and coverage;
 - iv. Time-unlimited Services;
 - v. Flexible Service delivery;
 - vi. A fixed point of responsibility; and
 - vii. 24/7 crisis availability.
- (b) MHS 05 Services include, but are not limited to:
 - i. Hospital discharge planning;
 - ii. Case management;
 - iii. Symptom management;
 - iv. Psychiatry services;
 - v. Nursing services;
 - vi. Co-occurring substance use and mental health disorders treatment services;

- vii.** Supported Employment (reference OAR 309-019-0275 through 309-019-0295);
 - viii.** Life skills training; and
 - ix.** Peer support services.
- (c) The ACT Program is intended to serve Individuals (18 year old or older) with SPMI and who meet ACT Program admission criteria as described in OAR 309-019-0245.
- (d) A Provider delivering MHS 05 Services with funds provided through this Agreement may not use MHS 05 Services funding to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
- (e) An ACT Program includes the following staff members:
- i.** Psychiatrist or Psychiatric Nurse Practitioner;
 - ii.** Psychiatric Nurse(s);
 - iii.** Qualified Mental Health Professional (QMHP) ACT Team Supervisor;
 - iv.** Qualified Mental Health Professional(s) (QMHP) Mental Health Clinician;
 - v.** Substance Abuse Treatment Specialist;
 - vi.** Employment Specialist;
 - vii.** Housing Specialist;
 - viii.** Mental Health Case Manager; and
 - ix.** Certified Peer Support Specialist.

b. Performance Requirements

County shall provide MHS 05 Services in a manner that meets minimum fidelity requirements and adheres to all standards in OAR 309-019-0225 through 309-019-0255.

If County lacks qualified Providers to deliver MHS 05 Services and supports, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 05 Services.

The County shall work with their respective CCO to increase the number of eligible Individuals, with SPMI, served by ACT Team(s). If 10 or more Individuals in a County's region have been referred, are eligible and appropriate for MHS 05 Services, and are on a waiting list for more than 30 calendar days to receive MHS 05 Services, the County shall work with their appropriate CCO to take action to reduce the waitlist and serve those Individuals by:

- (1) Increasing team capacity to a size that is still consistent with fidelity standards; or

(2) Adding additional ACT Team(s).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 05 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) Individuals served;
- (2) Individuals who are homeless at any point during a quarter;
- (3) Individuals with safe stable housing for 6 months;
- (4) Individuals using emergency departments during each quarter for a mental health reason;
- (5) Individuals hospitalized in OSH or in an acute psychiatric facility during each quarter;
- (6) Individuals hospitalized in an acute care psychiatric facility during each quarter;
- (7) Individuals in jail at any point during each quarter;
- (8) Individuals receiving Supported Employment Services during each quarter;
- (9) Individuals who are employed in Competitive Integrated Employment; and
- (10) Individuals receiving MHS 05 Services who are not enrolled in Medicaid Referrals and Outcomes, including the following:
 - (a) Number of referrals received during each quarter;
 - (b) Number of Individuals accepted during each quarter;
 - (c) Number of Individuals admitted during each quarter; and
 - (d) Number of Individuals denied during each quarter and the reason for each denial.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

18. Service Name: **CRISIS AND TRANSITION SERVICES (CATS)**

Service ID Code: **MHS 08**

a. Service Description

Crisis and Transition Services (CATS) serves youth and their families during transitions from emergency departments to community-based treatment and support services. Developed to help address psychiatric boarding in the emergency department, CATS is an alternative for youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if Crisis and Transition services were in place. Emergency departments may be a family's first point-of-contact into the mental health system and the month immediately following discharge is a high-risk period for a youth to return to an emergency department in mental health crisis. The CATS program serves as a bridge during this critical period for approximately 45 calendar days or until the youth and family are effectively connected to longer-term supports. The CATS program provides rapid access to interim mental health therapy, psychiatry, care coordination, and family peer support and 24/7 crisis response to the home.

The CATS program seeks to stabilize the immediate crisis and focuses on a youth's long-term recovery and connections to other services and supports. The CATS multidisciplinary team works with a youth and family to develop a plan of care that identifies and addresses underlying difficulties that contributed to the crisis; evaluates safety and addresses risks in the home; reinforces coping and de-escalation skills; and facilitates a warm hand-off to other supports and services in the community.

County shall require that CATS providers:

- (1) Approach services from a family-driven and youth-guided approach that reduces or eliminates barriers for the youth and family to participate in care;
- (2) Provide linguistically and culturally appropriate materials for the youth and their family, necessary for them to understand and to participate fully in the CATS program; and
- (3) Require equitable access to the program, particularly for youth and families who may have faced historical discrimination and inequities in health care based on race or ethnicity, physical or cognitive ability, sexual orientation, gender identity, socioeconomic status, insurance status, citizenship status, or religion.

b. Eligibility Criteria

- (1) Serves ages birth through 20 years of age, and their families (parents, guardians, caregivers) who present to a partnering emergency department or psychiatric crisis center.

*NOTE: CATS providers may accept referrals directly from the County Mobile Response team upon approval by OHA. Sites must submit a written plan to OHA which includes the workflow from referral to closure, roles and responsibilities of the CATS provider and the County Mobile Response team.

- (2) Youth is experiencing a mental health crisis or behavioral disturbance affecting the safety of the youth and family or others and is at risk for admission to an inpatient psychiatric program.
- (3) Youth who may be meeting criteria for inpatient psychiatric admission but have the potential to safely return home if CAT was in place.
- (4) CATS enrollment is not contingent on availability or type of insurance. All youth, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible.
- (5) Sites are expected to maximize funding to enhance an existing continuum of crisis and acute care, which includes billing Medicaid and/ or commercial carriers for all applicable billing codes for services provided while enrolled in services.
- (6) If a site is struggling with capacity and is unable to meet the needs of the referring hospital partner, OHA will be notified as soon as possible by the provider and a plan of action and timeline for resolution will be completed.

c. **Intake Process**

- (1) The partnering hospital or psychiatric crisis clinic will assess the youth and make a referral to the assigned CATS clinical provider, as outlined in the required MOU.
- (2) Within 1-3 hours of the referral, the CATS clinical team will make contact with the youth and their family in-person, at the partnering hospital or psychiatric crisis clinic location.
- (3) Prior to discharge from the emergency room or psychiatric crisis clinic the CATS clinical team will complete the following requirements to assess if the youth and their family are able to safely return home with CATS:
 - (a) Mental Health Assessment;
 - (b) Risk and Suicide Assessment; and
 - (c) Lethal Means Counseling.
- (4) CATS clinical team member will develop a Crisis and Safety Plan in collaboration with the youth and their family prior to discharge from the emergency room.
- (5) CATS team is responsible for providing 24/7 crisis response to the youth and family for the duration of their enrollment in the CATS program.
- (6) CATS clinical team member will give a brief overview of the services offered by the CATS Team and introduce the role of the Family Support Specialist.
- (7) Each family will be given the CATS Guidebook for Families, or the equivalent⁽¹⁾ describing the anticipated experience in the CATS program

¹ An equivalent resource means a guide or booklet (print or online) which includes all items listed in the Family Transition Inventory/Checklist, and which has been reviewed and approved by OHA and OHSU staff. OHA staff will contact County/Provider via email to notify County/Provider of approval.

and providing youth and their families with relevant and individualized psychosocial information.

- (8) CATS clinical team will schedule an in-person CATS Team Meeting, within 72 hours of the intake. Meeting location to be determined by the youth and their family. Meeting shall include youth and their family, CATS clinical provider, CATS Family Support Specialist, and/or any other natural support or multi-disciplinary team members as identified by the youth and their family.
- (9) The CATS clinical team will notify the assigned FSS, as soon as possible, with contact information for the family and date and time of the Team Meeting. The FSS will make initial contact with the family either in person at the emergency room or via phone to introduce their role (as outlined in the MOU).

d. Service Requirements

- (1) Within 72 hours of the intake the CATS clinical team member and Family Support Specialist will facilitate a CATS Team Meeting with the youth and their family and, together, review program services, assess the current needs of the family both short term and long term, and clarify roles of team members;
- (2) Contacts with the youth and family should be as frequent as needed to alleviate the immediate crisis and provide connection to longer term resources and supports;
- (3) All contacts shall occur in locations preferred by the youth and their families;
- (4) The CATS Clinical team in partnership with the youth and their family shall coordinate a minimum of 2, in person, contacts per week of the following services:
 - (a) Interim individual and/or family mental health therapy.
 - (b) Rapid access to psychiatry and medication management.
 - (c) Care Coordination.
 - (d) Family Support Services (Youth Peer Services are optional);
- (5) CATS clinical services may be provided up to 45 calendar days, as necessary, to provide the youth and their family with sufficient stabilization and connections with community-based resources; and
- (6) CATS Family Peer Support Services are offered as long as clinical services are being provided and may last up to 60 calendar days as necessary to provide the youth and family with increased skills to manage crises, and to establish sufficient supports in the community that the youth and family may access as needed.

e. Close of Services

- (1) Factors contributing to the current crisis are identified and addressed by some combination of the following:

- (a) Youth is no longer having suicidal or aggressive behavior, ideation, or behavioral challenges that affect safety of the youth, family, or others;
 - (b) Symptoms are managed via connection to commensurate supports, services, and skill- development opportunities;
 - (c) The youth and their family report increased safety and confidence in managing the current and future crises; and
 - (d) The youth and their family report decreased frequency and intensity of crisis situations.
- (2) The CATS Team will establish a transition plan with the youth and their family, which:
- (a) Addresses youth mental health concerns and symptoms;
 - (b) Outlines proactive strategies to support the youth and their family to reduce the frequency and intensity of crises that lead to emergency department visits; and
 - (c) Documents access and connections to outpatient and community resources.
- (3) CATS clinical team will conduct an in-person, transition meeting with the youth and family to review the transition plan prior to ending CATS services. If unable to have a transition meeting with the family, documentation of the circumstances is required.
- (4) If the family continues to receive Family Support Services after ending services with the clinical team, the CATS Family Support Specialist will conduct an in-person transition meeting with the family prior to ending Family Support Services. If unable to have a transition meeting with the family, documentation of the circumstances is required.

f. CATS Team-Based Requirements

- (1) CATS programs are team-based. County is required to provide both clinical services and family support services to CATS enrolled youth and their families. County shall require that subcontracted providers have dedicated CATS clinical staff and family support specialists.
- (2) Each CATS Team provides an array of recovery-oriented agency or community-based services and supports. County may subcontract with numerous providers in order to make sure that all services are available to the youth and their families. Establishing a clear communication plan and workflow between all providers is imperative and requires the contractor, clinical staff, family support staff and referring hospital or crisis clinic to work as a cohesive team.
- (3) County is responsible for the completion of all MHS 08 service requirements as outlined in this document, whether directly provided or provided under sub-contractual arrangement. County shall provide initial copies of the sub-contract to OHA. County shall submit a written action plan and timeline for resolution to OHA, as soon as possible, when there are known services that are not being met by the County or provider. Action

Plans must be agreed upon by County and OHA and may result in funding adjustments and/or recouped or withheld funds.

- (4) The CATS team must include, at a minimum, a Mental Health Therapist (QMHP) and a Family Support Specialist (FSS). County must notify OHA immediately if either of these positions are vacant or unavailable to youth and their families enrolled in services.
- (5) County shall submit a Memorandum of Understanding (MOU) which includes the referring hospital or crisis clinic and subcontractors. MOU is required to be completed within 45 calendar days of execution of this Agreement. The MOU creates an ongoing partnership between the County, subcontractors, referring hospitals and crisis centers. The MOU shall include the following:
 - (a) Roles and responsibilities of each party;
 - (b) Comprehensive communication plan between all parties around coordinating intakes, team meetings, and care coordination efforts; and
 - (c) Ongoing and frequent communication with the partnering hospital or crisis center.
- (6) County and subcontractors shall participate in a collaborative state-wide effort to establish shared programmatic standards, expectations for results, and key reporting requirements. County is responsible for requiring that a representative from the County and all subcontractors:
 - (a) Participate in scheduled All Staff CATS Learning Collaboratives; and
 - (b) Family Support Specialists are also required to participate in all scheduled Family Support Specialist Learning Collaborative.
- (7) County shall submit an annual Budget Worksheet (provided by OHA), which is due August 15th of each calendar year.

g. CATS Required Training

County is responsible for requiring that all staff receive the adequate training required to effectively deliver services as outlined in this Agreement. Providers shall require that, at a minimum, staff are trained in the following areas:

- (1) OHSU Redcap Data System Training;
- (2) Suicide Prevention and Intervention;
- (3) Lethal Means Counseling (i.e CALM Training);
- (4) Trauma Informed Care; and
- (5) Ongoing training and refreshers required for skill maintenance.

h. Special Reporting Requirements

Redcap Data System Reporting Requirements.

- (1) CATS Clinical and Family Support Providers shall submit data on an ongoing basis, as specified by OHA, directly to the Oregon Health & Science University (OHSU) Redcap Data System.
- (2) CATS Providers are expected to input all required data within 14 calendar days of closure, unless otherwise arranged with the OHSU/OHA team.
- (3) Redcap Data Collection includes timely collection and submission of the following:
 - (a) Individual’s demographics and clinical history;
 - (b) Presenting information;
 - (c) Referral response time;
 - (d) Referral to and youth/family connections with family peer support;
 - (e) Timeliness and frequency of initial and ongoing contacts;
 - (f) Service and intervention details;
 - (g) Diversions out of the emergency room/ crisis clinic;
 - (h) Re-presentations to the emergency department or admissions to a higher level of care;
 - (i) Transition plan details;
 - (j) Barriers to recommended transition plan;
 - (k) Duration of CATS involvement;
 - (l) The Crisis Assessment Tool at intake;
 - (m) The KIDSCREEN-10 at intake and closure; and
 - (n) Other items deemed beneficial to the development of the Service.
- (4) Programs are required to inform and encourage CATS parents/guardians to participate in a two-month follow-up survey completed by phone or electronically. CATS participants will be contacted by OHSU outcomes study staff two months after CATS program completion. Data from follow-up interviews will be shared with County and program leadership, with the goal of improved services.
- (5) County is responsible for reviewing and approving the quarterly outcome reports generated by OHSU prior to submission to OHA by OHSU.

i. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2).

19. Service Name: **JAIL DIVERSION SERVICES**

Service ID Code: **MHS 09**

a. **For purposes of this Service Description, the following definitions apply:**

- (1) **Jail Diversion Services**, as defined by the Oregon Performance Plan, means community-based Services that are designed to keep Individuals with behavioral health issues out of the criminal justice system and, instead, supported by other community-based services, such as mental health services, substance abuse services, employment services, and housing. Jail Diversion Services are intended to minimize contact with law enforcement, avoid jail time, and/or reduce jail time. These Services are intended to result in the reduction of the number of Individuals with mental illness in the criminal justice system or the Oregon State Hospital.
- (2) **SPMI** means the current Diagnostic and Statistical Manual, Fifth Edition (DSM V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder.

b. **Service Description**

MHS 09 Jail Diversion Services increase Mental Health's interaction with Individuals with Serious and Persistent Mental Illness (SPMI) who are involved with justice or law enforcement solely due to a mental health reason and are charged with low-level crimes, resulting in the reduction or avoidance of arrests, jail admissions, lengths of stay in jail, and recidivism through the availability of alternative community-based services, programs, or treatments.

c. **Performance Requirements**

All Providers shall adopt the "**Sequential Intercept Model**" (SIM), and incorporated by reference herein, through the GAINS Center to more effectively deal with mentally ill Individuals who come into contact with law enforcement personnel. All Providers shall use the SIM to identify and intervene upon "points of interception" or opportunities for interventions to prevent Individuals with SPMI from entering or penetrating deeper into the criminal justice system.

County shall provide the following, subject to the not-to-exceed amount of this Agreement, pre-booking and post-booking MHS 09 Services:

- (1) Create partnerships or diversion agreements between law enforcement agencies, jails, both circuit and municipal courts, and local mental health providers;
- (2) Create opportunities for Individuals to access housing in addition to vocational and educational services;
- (3) Provide support services to prevent or curtail relapses and other crises;
- (4) Assist Individuals to negotiate and minimize continuing criminal sanctions as they make progress in recovery and meet criminal justice obligations; and
- (5) Promote peer support and the social inclusion of Individuals with or in recovery from mental and substance use disorders in the community.

d. Reporting Requirements

See Exhibit E, 10.

e. Special Reporting Requirements

County shall prepare and electronically submit through secure e-mail as described in the Security and Privacy Agreement, to amhcontract.administrator@dhsoha.state.or.us, written quarterly reports on the delivery of MHS 09 Services no later than 45 calendar days from the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to, the following:

- (1) For Individuals receiving MHS 09 Services, report the following:
 - (a) Individuals name;
 - (b) Gender;
 - (c) Date of birth;
 - (d) Medicaid identification number (if applicable);
 - (e) Race;
 - (f) Ethnicity;
 - (g) Whether the Individual has an SPMI diagnosis;
 - (h) Identify whether the Individual received pre or post booking Services;
 - (i) Number of times Individual was arrested during the reporting period;
 - (j) Charges Individual was arrested for during the reporting period; and
 - (k) Description of Service provided.

- (2) Report the number of incidences where charges were dismissed or dropped as a result of MHS 09 Services.
- (3) Report the number of crisis consultations provided by mental health staff in pre-booking diversions.
- (4) Provide a detailed description of any MHS 09 Service created prior to the current reporting period.
- (5) Provide information regarding any activities related to MHS 09 Services that involved law enforcement agencies, jails, circuit and municipal courts, community corrections, and local mental health providers.

f. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

20. Service Name: MENTAL HEALTH PROMOTION AND PREVENTION SERVICES

Service ID Code: MHS 10

a. Service Description

MHS 10 Mental Health Promotion and Prevention Services are directed at changing common influences on the development of Individuals across their lifespan, reducing risk factors, and increasing protective factors, and is designed to target universal, selected, and indicated populations based on risk.

MHS 10 Services are interventions that aim to enhance an Individual's abilities to achieve developmentally appropriate tasks (competence), a positive sense of self-esteem, mastery, well-being, social inclusion, and strengthen their ability to cope with adversity.

Services shall be trauma informed and support the expansion of Mental Health Promotion and Prevention by strengthening the determinants of mental health and wellness, including the development of healthy communities, individual skill development, improved social emotional competence, and decreasing risk factors associated with negative mental health outcomes, such as adverse childhood experiences and social determinants of health

b. Performance Requirements

County shall prepare and submit to OHA for approval within 30 calendar days of the effective date of this Agreement, a written plan outlining how services or activities will be provided using funds received through this Agreement.

(1) County shall:

- (a) Strengthen the existing Mental Health Promotion and Prevention Services infrastructure, or build and develop new infrastructure.
- (b) Support the Institute of Medicine Mental Health Prevention Classifications in the Continuum of Care Model.
 - i. Universal intervention: Address general public or a segment of the entire population with average probability of developing a disorder, risk, or condition;
 - ii. Selective interventions: Serves specific sub populations whose risk of a disorder is significantly higher than the average, either imminently or over lifetime;
 - iii. Indicated preventative interventions: Addresses identified individuals who have minimal but detectable signs or symptom of a disorder or condition;
 - iv. Development and maintenance of healthy communities: Conduct interventions that may include, but are not limited to community safety promotion, violence reduction, bullying

prevention, community connectively, and resource dissemination activities;

- v. **Skill development:** Interventions that include, but are not limited to programs based in schools, community centers, and other community-based settings that promote social and emotional competence through activities that emphasize social connection, problem solving and development of self-regulation; and
 - vi. **Social emotional competence:** Interventions may include, but are not limited to developing or sustaining community infrastructure, parenting education, stress reduction classes, communication skills classes, grief and other post distress supports, divorce and other losses, and community-based activities of which promote inclusion.
- (c) Promote activities that demonstrate a working relationship with a Coordinated Care Organization (CCO), and community-based organizations, such as:
- i. A commitment to work with the community-based organization to increase efficiency and broaden coordination of initiatives within, and crossing between, the community and health care settings to improve prevention and mental health promotion activities;
 - ii. A commitment to work with the community-based organization to continue the development of sustainable systems to address primary prevention and mental health promotion activities in the community and health system settings;
 - iii. A commitment to responsibility with experience engaging and providing mental health promotion services to communities of color, and in other underserved populations in a culturally and linguistically-appropriate manner; or
 - iv. Propose and implement joint strategies to sustain project work beyond the funding period, including the ability to engage other community organizations or stakeholders who will benefit from a healthier overall population, such as other public or commercial insurance carriers.

c. **Special Reporting Requirements**

- (1) Contractor shall submit OHA approved annual plan that describes services/ activities and detailed budget that supports mental health promotion and prevention efforts in contractor's community. Plan should include activities

of which are being paid for through this funding stream if braided funding is occurring please explain in plan.

- (2) Contractor shall prepare and electronically submit, written semi-annual (two times per year) detailed budget expenditure and service reports on the delivery of Mental Health Promotion and Prevention Services to be submitted by end of the contract and sent to the amhcontract.administrator@dhsosha.state.or.us. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (3) Each report shall contain the following information:
 - (a) An explanation of activities conducted during the reporting period, and how each activity is supported in the following interventions:
 - i. Development and maintenance;
 - ii. Skill development;
 - iii. Social emotional competence;
 - iv. Universal;
 - v. Selective; or
 - vi. Indicated interventions.
 - (b) A description of how activities impacted Mental Health Promotion and Prevention Services.
 - (c) Describe of how funding has had an impact on communities that have been disproportionately impacted by racism, discrimination, and health inequities.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation Requirements language, Section 1.f.(2).

21. Service Name: RENTAL ASSISTANCE PROGRAM SERVICES

Service ID Code: MHS 12

a. Service Description

MHS 12 Rental Assistance Program Services are intended to assist Individuals 18 years of age and older with Serious and Persistent Mental Illness (SPMI), as defined in OAR 309-036-0105 (13), and who meet one of the criteria listed below, in paying for rental housing to live as independently as possible in the community and to access the appropriate support services on a voluntary basis.

- (1) SPMI means the current Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-V) of the American Psychiatric Association, incorporated by reference herein, diagnostic criteria for at least one of the following conditions, as a primary diagnosis for an adult 18 years of age or older:
 - (a) Schizophrenia and other psychotic disorders;
 - (b) Major Depressive Disorder;
 - (c) Bipolar Disorder;
 - (d) Anxiety disorders limited to Obsessive-Compulsive Disorder (OCD) and Post-Traumatic Stress Disorder (PTSD);
 - (e) Schizotypal Personality Disorder; or
 - (f) Borderline Personality Disorder
- (2) Criteria in paying for rental housing requires at least one of the following conditions:
 - (a) Transitioning from the Oregon State Hospital;
 - (b) Transitioning from a licensed residential setting;
 - (c) Without supported housing, are at risk of reentering a licensed residential or hospital setting. For purposes of this special project, supported housing is a combination of financial assistance and supportive services that allows an Individual to live as independently as possible in their own home;
 - (d) Homeless as defined in 42 U.S.C. § 11302; or
 - (e) At risk of being homeless.

b. Performance Requirements

- (1) MHS 12 Services includes financial assistance for a residential specialist position and a peer support specialist position. For purposes of this special project, the residential and peer support specialist positions shall be responsible for coordinating the program components such as application process, finding a rental unit, and payments to the landlord; and the support service components including, but not limited to, financial budgeting, applying for mainstream housing resources (like Section 8), community navigation, and maintaining healthy relationships, which supports Individuals in their ability to live as independently as possible in the

community. These allotments shall not be used to pay any other staff position, and these two MHS 12 funded positions will only perform work for this MHS 12 program.

- (2) MHS 12 Services financial assistance per Individual will be set by OHA and will not exceed the HUD Fair Market Rent (FMR). Financial assistance for rental assistance made on behalf of Individuals covers payment to landlords, property management companies, housing providers, property owners, or specific vendors for a portion of the monthly rent, or payment to specific vendors for resident utility expenses.
- (3) Move-in expense and barrier removal financial assistance will be based on the Individual's need and determined by the Program based on their program design as described in their application. Financial assistance for move-in and barrier removal costs may include cleaning and security deposits, pet deposits, outstanding utility bills, and other related costs as determined in the County's program design.
- (4) Rental housing units subject to this special project shall have an inspection, and pass the inspection prior to move-in, which shall be conducted by County or its contractor, based upon the criteria outlined in the OHA approved Housing Condition Checklist located at <http://www.oregon.gov/oha/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (5) County shall coordinate with Coordinated Care Organizations (CCO) and Community Mental Health Programs (CMHP) to develop a plan to bill for Medicaid eligible services.
- (6) Administrative costs shall not exceed 15% of total operating budget. Eligible administrative costs include:
 - (a) Financial assistance for MHS 12 Services data collection and documentation of Service delivery in compliance with state and federal requirements; and
 - (b) Financial assistance for housing inspection services, accounting services, computer upgrades, supervision of program staff, expenses associated with program staff, office space, and other appropriate office expenses.
- (7) Utilization requirements for MHS 12 Services Providers will be identified in a special condition in a particular line of Exhibit C, "Financial Assistance Award."
- (8) County Compliance: No more than 25% of units in a building or complex of buildings is encouraged for Individuals with SPMI referred by the state, its contractors, or its subcontractors. County or subcontractor shall make good faith, reasonable best efforts to facilitate the use of those units by persons with SPMI. The remaining housing is available to all tenants, in conformance with Fair Housing and other related laws.
- (9) Compliance with criteria in the County's application, award letter, and this Agreement is equally binding.

- (10) County may only contract with subcontractors, subject to prior review and approval by OHA.

c. Special Reporting Requirements

- (1) County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports on the delivery of MHS 12 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
- (2) For financial use, each report shall provide the following information for the subject quarter totals:
- (a) Amount expended for move-in and barrier removal services;
 - (b) Amount expended for housing rental;
 - (c) Amount expended for staff positions and administration; and
 - (d) The number of housing slots rent was paid for MHS 12 Individuals.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, Section 1. In addition:

- (1) Amounts due for Services based on the cash assistance paid on behalf of the program providers for rental assistance, barrier removal, move-in expenses, program staff funds expended, and administration of this special project as properly reported in accordance with the "Special Reporting Requirements" section above and subject to the utilization requirements in a special condition on that line of the Financial Assistance Award, is subject to the terms and limitations in this MHS 12 Service Description.
- (2) For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:
- (a) Number of housing slots filled per month.
 - (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award;
 - (c) For quarter 3 through 8, County shall request the total MHS 122 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.
- (3) The Part C financial assistance will be disbursed as follows:
- Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for

MHS 12 Services provided under a particular line of the Financial Assistance Award containing a “C” in column “Part ABC” to County per receipt and approval of a quarterly written invoice with required attachments, as specified below, in the allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject quarter and must be submitted to amhcontract.administrator@dhsosha.state.or.us with the subject line “Invoice, contract #(your contract number), contractor name.” Financial assistance provided by OHA are subject to the limitations described in this MHS 12 Service Description.

For Services to non-Medicaid-eligible Individuals, County shall submit a combined quarterly invoice, itemized as follows:

- (a) Number of housing slots filled per month;
- (b) For quarters 1 and 2, County shall request the total amount for all MHS 12 slots as specified in that line of the Financial Assistance Award.
- (c) For quarter 3 through 8, County shall request the total MHS 12 amount paid based on the Fair Market Rate (FMR) specified in that line of the Financial Assistance Award, times the total number of units of rent paid on behalf of MHS 12 Individuals during the subject quarter.

22. **Service Name:** **SCHOOLBASED MENTAL HEALTH SERVICES**

Service ID Code: **MHS 13**

a. **Service Description**

County shall provide MHS 13 School-Based Mental Health Services to identified K-12 schools. County may provide MHS 13 Services to schools that are affiliated with a School-Based Health Center (SBHC), if that SBHC is not providing mental health services to youth under the age of 17. County shall confirm that an appropriately qualified school-based mental health service provider is available at identified schools. Counties shall provide appropriate levels of clinical supervision as set forth in OAR 309-019-0130 for school-based mental health service providers. School-Based Mental Health Services providers shall be a state licensed or unlicensed Qualified Mental Health Professional (QMHP), qualified under state law to provide mental health services to children and adolescents, which includes an assessment at the onset of services.

School-based mental health services are essential components of comprehensive learning supports. Access to school-based mental health services is linked to students' improved physical and psychological safety and reduces costly negative outcomes such as risk-taking behaviors, disciplinary incidents, juvenile justice involvement, school avoidance, and substance abuse.. The provision of school-based mental health services at the school, during the school day, will reduce the likelihood that students will need to miss school, or have other undesirable outcomes that result in a missed opportunity to remain in school, retain satisfactory academic progress, and have quality of life.

b. **Performance Requirements**

- (1) The primary role of MHS 13 Service providers is to provide school-based direct clinical services, care coordination when indicated, support, and provide training to school personnel as follows:
 - (a) Provide school-based clinical services for rapid and easily accessible mental health treatment, and facilitate services needed for outpatient mental health and substance use treatment. Urgent or otherwise crisis driven services shall be prioritized.
 - (b) Provide culturally and linguistically responsive, trauma informed coordinated care, provide crisis intervention, and improve access to mental health services and improve school safety. Individuals may be referred or self-referred, due to behavioral and emotional challenges, symptoms of mental disorder, chronic absenteeism, or behavioral issues in the classroom.
 - (c) Provider shall meet with the Individual and/or family, as clinically indicated, to complete an assessment and facilitate access to appropriate mental health services, medical services, and other needed resources in the community. Families are invited and included in mental health treatment to promote treatment integrity and success at home and in school. When clinically indicated, inclusion of the family, including family therapy, shall occur.

Therapists shall document lack of family participation when it has been clinically indicated.

- (d) Assist with the development of programs such as wellness, peer support programs, family support programs, Mental Health First Aid training, and implementation of social-emotional learning in the classroom. Provide consultation to school personnel on topics related to behavioral health issues that support students, through informational learning opportunities. Promote discussions on topics such as trauma, racism, conflict resolution, anxiety, depression, managing suicidal feelings, self-regulation, healthy relationships, and other topics.
 - (e) MHS13 Service providers should be equipped with the technology and equipment necessary to conduct therapy sessions, including individual, family and group therapy, through a telehealth platform that complies with HIPAA, consistent with OAR 410-172-0850.
- (2) Through collaboration with the school and community agencies, assist and create activities to improve climate and safety for children. Promote school safety for all students and report incidents of any violence, so timely intervention may occur.

MHS 13 Services Providers shall be trained in suicide prevention, intervention, postvention, and lethal means. Providers who have had no suicide specific training are recommended to begin with the Applied Suicide Intervention Skills Training (ASIST). Upon request, the contract administrator will provide a list of recommended suicide prevention, intervention, postvention, and lethal means trainings available at low or no cost in Oregon. A tool for tracking staff training completion is available upon request. Documentation of a minimum of one booster session annually is required in at least one of the following topics:

- (a) Suicide Prevention;
- (b) Suicide Intervention and Safety Planning;
- (c) Suicide Postvention;
- (d) Lethal Means

Training documentation for each provider shall be submitted to OHA annually at the end of the school year.

- (3) MHS 13 Service Providers are obligated to report any known suicide deaths in the school to their supervisor. Supervisors shall notify their county postvention lead who will report to the OHA Suicide Prevention and Intervention Coordinator in accordance with OAR 309-027-0060.
- (4) MHS 13 Service Providers are required to read and understand the School Suicide Prevention plan and the County Youth Suicide Postvention Plan for all school districts and counties in which they provide services.
- (5) Counties shall notify OHA in writing if the county lacks qualified providers to deliver MHS13 services prior to and/or as soon as services become

unavailable and implement a plan for the provision of Services in consultation with OHA.

- (6) County shall notify OHA in writing of the schools in which it is providing services and shall prioritize high risk schools in the county. This documentation shall be provided to OHA no later than one month prior to the start of the school year. Counties are required to notify OHA contract administrator of any delay in this documentation.
- (7) MHS 13 provides funding for mental health clinicians to be located in the school for the purpose of mental health services, outreach, engagement, and consultation with school personnel. Medicaid billable Services must be billed to Medicaid.
- (8) Funding may also be used to serve Individuals experiencing acute psychiatric distress and who are not Medicaid eligible but have no other resources to pay for the Services, or who are 14 years of age or older and request anonymity.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@state.or.us, written quarterly reports on the delivery of MHS 13 Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each report shall provide the following information:

- (1) The names and National Provider Index (NPI) numbers of each Provider designated to provide the MHS 13 Services, or of the supervisor if the therapist does not have an NPI number;
- (2) The number of students served during the quarter. This number should represent at a minimum the students, who have had any of the following services or a combination of the following: assessment, individual therapy, family therapy, group therapy.
- (3) The number of new students served during the quarter. This number should represent students to whom providers began providing individual, group and/or family therapy for the first time during the quarter.
- (4) Service providers must report on a quarterly basis:
 - (a) A list of the unique Individual served, including their first and last name,
 - (b) The race and ethnicity of the student,
 - (c) the student's payor source, Oregon Health Plan ID number or other identified insurer ID number and
 - (d) the *unabbreviated* name of the school the student attends.

- (5) Service providers must report evidence of use of a universal research informed suicide assessment tool, including the number of times the assessment tool was used during the quarter.
- (6) Service providers must report evidence of use of a standardized, broad symptom outcome measure tool. A list of tools is available upon request.

Examples of broad symptom outcome measure tools include:

- (a) Patient-Reported Outcomes Measurement Information System (PROMIS),
 - (b) Strengths and Difficulties Questionnaire (SDQ),
 - (c) the Session Rating Scale (SRS), and
 - (d) Outcome Rating Scale (ORS).
- (7) A summary of program strengths, including specific examples of how services are impacting student mental health, how student and family needs that have arisen as a result of the pandemic have been addressed, and how this work promotes school and student safety.
 - (8) Service providers must report how services are delivered in a manner that is culturally and linguistically responsive and how these services are equitably delivered to all students.
 - (9) A summary of program challenges, including barriers to providing services to students and engaging families in family therapy.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(2).

23. Service Name: YOUNG ADULT HUB PROGRAMS (YAHP)Service ID Code: **MHS 15****a. Service Description**

MHS 15 Services are designed to reach out to, engage, and support extremely distressed and marginalized young adults (Individuals) 14 through 24 years of age with Mental Health conditions, particularly those that are disconnected from services or who have no other resources to pay for services.

- (1) The program includes and requires outreach and engagement, brief crisis services, connection of the Individual with community-based supports and services, peer support, clinical and other health related services;
- (2) Programs must serve all Individuals referred to the service, including those with public, private or no insurance; and
- (3) Programs must deliver services in a manner supported by the principles of systems of care, trauma informed care, and positive youth development.

b. Performance Requirements**(1) Eligible Population:**

These Services are considered appropriate when the Individual is not connecting with desired behavioral health and other supports through other, more traditional or generally available means, and needs supplemental or alternative engagement supports. This may include, but are not limited to Individuals 14 through 24 years of age who have been:

- (a) Served in Psychiatric Residential Treatment Services, Secure Adolescent Inpatient Programs;
- (b) Chronically involved in state systems of Mental Health care and who are in need of intensive community supports;
- (c) Impacted by a Mental Health diagnosis and/or extreme social distress so that their ability to be successful in age appropriate activities is impaired or has led to interface with the criminal justice system; or
- (d) Disconnected from resources to such an extent that they are unlikely to access Medicaid and privately insured services through an outpatient program.

(2) Provide Clinical, Social, and Residential Services:

These services have no time limit. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory. It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice a week. Provider shall assist the Individual in accessing and maintaining resources that fit his or her goals. Such resources may include supported employment, housing, educational

support, primary care, psychiatric services, addictions services, navigation of outside supports and services, family mentoring and mediation, and family finding through the use of a family finding service, among others. Setting(s) for service delivery include, but are not limited to emergency departments, crisis centers, provider sites, homes, and community settings. Locations shall be as preferred by the Individual. Using technology and texting as a preferred method of communication with young people is expected and required. Community-based services and supports include, but are not limited to:

- (a) Outreach and engagement of very high need, high risk Individuals: lesbian, gay, bisexual or transgender (LGBT) youth, young adults with high suicide risk, and other extremely marginalized young people;
 - (b) Recovery oriented, young adult centered planning;
 - (c) Creation of social support systems;
 - (d) Rapid access to psychiatric and counseling services;
 - (e) Coaching on rights regarding access to employment, school, housing, and additional resources;
 - (f) Access to local teams, including licensed medical professionals (psychiatrists or psychiatric nurse practitioners), clinical case managers, supported employment specialists, and occupational therapists;
 - (g) Peer support provided by young adult peers, participatory decision-making;
 - (h) Meaningful Individual's engagement in program, community, and leadership activities; and
 - (i) Skill development.
- (3) **Who Can Provide These Services?**

Recommended staff, staff expertise, and training:

- (a) Providers can be youth or young adult peer support specialists, care coordinators, licensed medical prescribers, Qualified Mental Health Programs (QMHP), mental health therapists, and skills trainers.
- (b) Recommended supplemental trainings includes supplemental peer and clinical training, training in suicide prevention and intervention strategies, and trauma informed care, and be provided with ongoing maintenance of the skills and practice associated with these approaches.
- (c) Familiarity and use of system of care principles, trauma informed care, and the TIP Model located at <http://www.tipstars.org/>, or any other young adults in transition evidence-based or promising practices.

c. **Reporting Requirements**

See Exhibit, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.
County shall:

- (1) Meet data reporting requirements and deadlines, unless otherwise arranged with OHA;
- (2) Administer the Adult Hope Scale located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf> as an outcome measurement tool, or provide an alternative measure of a consistent nature to be approved by OHA.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

24. **Service Name:** **Non-OHP Community and Residential Assistance**

Service ID Code: **MHS 17**

a. **Service Description**

Providers need flexibility when submitting invoices for services provided under a variety of different service elements.

OHA has consolidated the invoiceable services, paid from Part C funds, from multiple service elements into MHS 17. This flexibility allows us to use funding provided by MHS 17 and reduce the number of agreement amendments issued to transfer funds from one service element to another. The MHS 17 funding is allocated as a single pool that is used to pay for the invoiceable services described in the Service Elements listed below.

These Service Elements and the invoiceable service components for each are referenced by title and exist in detail in 'Exhibit B-1, Service Descriptions':

- (1) **MHS 26** – NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION
- (2) **MHS 27** – RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION
- (3) **MHS 28** – RESIDENTIAL TREATMENT SERVICES
- (4) **MHS 30** – MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD
- (5) **MHS 34** – ADULT FOSTER CARE SERVICES
- (6) **MHS 36** – PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)
- (7) Within the above Service Elements, any **Specialized Requests** for management of physical or health problems, including, but not limited to, seizures, incontinency, diabetes, and pain management require a Prior Authorization from OHA, using the Intensive Services Request Form located at <https://www.oregon.gov/OHA/HSD/OHP/Pages/MH-Rates.aspx>.

b. **Authorization, Monitoring, and Review**

- (1) For Services to non-Medicaid-eligible Individuals indicated in Exhibit B-1, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the period shown and do not carry forward into following years' allotments.
- (2) Funding for Specialized Requests, (1) (g) above, will follow a process to assure **necessity of services** required by an Individual in exceptional need, that would not fit within the Intensive Services Requests of the Rate Review Committee (RRC), with the following structure:
 - (a) A proposal is then reviewed by a minimum of two clinicians to assure initial **necessity of services** considering the current

circumstances, history of interventions, limits of current resources and potential plans for stabilization.

- (b) If there is sufficient initial necessity, then the proposal will be reviewed by the RRC to determine a recommendation of approval or denial.
- (c) If approved, the Specialized Request will follow the same process indicated in (2)(a), “Authorization, Monitoring and Review.”
- (3) If denied, the Requestor will be notified in writing with rationale determined by the RRC.

c. Performance Requirements

Providers submitting invoices for payment under any of the Service Elements identified in Section (1) above must meet the conditions shown in the specific Service Element in Exhibit B-1 to receive prompt and complete payment of invoices.

d. Reporting Requirements

See Exhibit E, 10 for the specific Service Element(s) requirements.

e. Special Reporting Requirements

See Exhibit B-1 for the specific service element(s) requirements.

f. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, for the specific Service Element(s) requirements, in Section 1.

25. Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR ADULTS

Service ID Code: MHS 20

a. Service Description

(1) Definition(s):

DSM-5 means The Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (or DSM-V), incorporated by reference herein, and is the 2013 update to the American Psychiatric Association's (APA's) classification and diagnostic tool. The DSM-5 serves as a universal authority for psychiatric diagnosis.

(2) MHS 20 Services are:

- (a)** Services delivered to Individuals diagnosed with serious mental illness or other mental or emotional disturbance posing a danger to the health and safety of themselves or others.
- (b)** Community based services that shall include one or more of the following:
 - i.** Use of standardized protocols and tools to identify the level of service need and intensity of care and coordination, addressing salient characteristics such as age, culture, and language;
 - ii.** Apply OHA approved, standardized level of care tools for Individuals diagnosed with serious and persistent mental illness at intervals prescribed by OHA;
 - iii.** Condition management and whole person approach to single or multiple conditions based on goals and needs identified by the Individual;
 - iv.** General outpatient services including, but not limited to, care coordination and case management;
 - v.** Medication and medication monitoring;
 - vi.** Meaningful Individual and family involvement;
 - vii.** Rehabilitation services including Individual, family and group counseling;
 - viii.** Coordinate and facilitate access to appropriate housing services and community supports in the Individual's community of choice, including rent subsidy; and
 - ix.** Other services and supports as needed for Individuals at the sole discretion of OHA.
- (c)** Services County shall provide, but is not limited to:
 - i.** Outreach: Partner with healthcare providers and other social service partners who provide screening for the presence of

behavioral health conditions to facilitate access to appropriate services;

- ii. Early Identification and Screening: Conduct periodic and systematic methods that identify Individuals with behavioral health conditions and potential physical health consequences of behavioral health conditions which consider epidemiological and community factors, as identified in the most recently submitted and approved Local Plan; and
- iii. Initiation and Engagement: Promote initiation and engagement of Individuals receiving services and supports, which may include but are not limited to:
 - A. Brief motivational counseling; and
 - B. Supportive services to facilitate participation in ongoing treatment.

b. **Performance Requirements**

County shall:

- (a) Provide coordination of care services for Individuals living in residential treatment programs. The coordination of care shall include participation in the residential Provider’s treatment planning process and in planning for the Individual’s transition to outpatient services;
- (b) Comply with Outpatient Services, as described in OAR 309-019-0100 through 309-019-0220, and Community Treatment and Supports, as described in OAR 309-032-0301 through 309-032-0890, as such rules may be revised from time to time; and
- (c) Maintain a Certificate of Approval for the delivery of clinical services in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.”

26. Service Name: ACUTE AND INTERMEDIATE PSYCHIATRIC INPATIENT SERVICES

Service ID Code: MHS 24

a. Service Description

- (1) Acute Psychiatric Inpatient Services are inpatient psychiatric Services delivered to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for the Citizen Alien Waived Medical Program; and are suffering from an acute mental illness or other mental or emotional disturbance posing a danger to the health and safety of the Individual or others. The Services are primarily delivered on an inpatient basis and are intended to stabilize, control, or ameliorate acute psychiatric dysfunctional symptoms or behaviors in order to return the Individual to a less restrictive environment at the earliest possible time.

Acute Psychiatric Inpatient Services also include ancillary Services such as regional coordination and enhancements to Community Mental Health Program (CMHP) services that serve to expedite the movement of Individuals into and out of facilities where inpatient psychiatric Services are delivered and to divert Individuals from acute care services.

- (2) Intermediate Psychiatric Inpatient Services in this Service Description provide Long-Term Psychiatric Care (LTPC) Services to Individuals in an LTPC acute care hospital who are on a waitlist for admittance to the Oregon State Hospital (OSH). These are Mental Health Services within the scope of ORS 430.630 and OAR 309-091-0000 through 309-091-0050 delivered on a demonstration or emergency basis for a specified period of time.

For LTPC, Coordinated Care Organization (CCO) enrolled means the Individual is enrolled in one of the following CCO designations:

- (a) CCOA – Mental Health, Physical Managed Care, and Dental services.
- (b) CCOB – Mental Health and Physical Managed Care services.
- (c) CCOE – Mental Health services.
- (d) CCOG – Mental Health and Dental services.

b. Performance Requirements

- (1) Acute Psychiatric Inpatient Services shall be delivered in accordance with ORS 430.630 (3) and (4), and ORS 426.241 (5).
- (a) Services may only be delivered to the following Individuals:
 - i. An Individual in need of emergency hold services under ORS 426.232 and ORS 426.233;
 - ii. An Individual committed to OHA under ORS 426.130; or
 - iii. An Individual voluntarily seeking Acute and Intermediate Psychiatric Inpatient Services (MHS 24 Services), provided

that service capacity is available and the Individual satisfies one or more of the following criteria:

- A. The Individual is at high risk for an emergency hold or civil commitment without voluntary inpatient psychiatric Services;
 - B. The Individual has a history of psychiatric hospitalization and is beginning to decompensate and for whom a short period of intensive inpatient psychiatric treatment would reverse the decompensation process; or
 - C. Individual is an appropriate candidate for inpatient psychiatric treatment but other inpatient psychiatric treatment resources are unavailable.
- (b) Hospital and Secure Residential Treatment Providers of MHS 24 Services shall comply with OAR 309-015-0000 through 309-015-0060 and OAR 309-035-0100 through 309-035-0225, respectively, as such rules may be revised from time to time.
- (c) Facilities used by County or its Providers for Services under MHS 24 Service Description shall maintain certification by the Joint Commission on Accreditation of Health Care Organization (JCAHO) or other nationally recognized accrediting body acceptable to OHA, licensure under ORS 441.015 by the Oregon State Health Division for the hospital services, and comply with the following applicable rules:
- i. OAR 309-008-0100 through 309-008-1600 “Behavioral Health Treatment Services”
 - ii. OAR 309-033-0200 through 309-033-0970 “Involuntary Commitment Proceedings”
 - iii. OAR 309-032-0301 through 309-032-0890 “Community Treatment and Support Services” Secured Transportation Services under MHS 24 Service Description shall be approved under OAR 309-033-0400 through 309-033-0440, as such rules may be revised from time to time.
- (d) Hospital and Secure Residential Treatment Providers of Services under this Agreement shall submit required information to OHA electronically through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual’s admission to and discharge from the Provider’s facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.
- (2) Intermediate Psychiatric Inpatient Services shall be delivered in accordance with the requirements specified below:
- (a) Services shall be delivered to the following Individuals:

- (1) Acute Psychiatric Inpatient Services:
County shall submit electronically, to amhcontract.administrator@dhsola.state.or.us, an annual accounting report of financial assistance within 45 calendar days from the end of the contract year.
- (2) Intermediate Psychiatric Inpatient Services:
Hospital and Secure Residential Treatment Providers of Services under this Agreement must submit required information to OHA electronically, through the Oregon Patient and Resident Care System (OP/RCS) or its replacement, within 12 hours of an Individual's admission to and discharge from the Provider's facility for Services, as outlined in the OP/RCS Manual, located at <http://www.oregon.gov/oha/HSD/AMH-MOTS/Pages/resource.aspx>.

d. Financial Assistance Calculation, Disbursement Procedures, and Confirmation of Performance and Reporting Requirements:

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2). In addition:

(1) Acute Psychiatric Inpatient Services

Use Part A payment language, Section 1.f.(1).

(2) Intermediate Psychiatric Inpatient Services

The Part C awards will be calculated, disbursed, and confirmed as follows:

(a) Calculation of Financial Assistance:

OHA will provide financial assistance to County at \$834.61 per day, per authorized Individual. OHA is not obligated to pay County for expenditures beyond the limitation for the identified period of this Agreement. OHA will make monthly allotments from invoices, after OHA's receipt, review, and approval of such invoices. All allotments made by OHA are subject to the limitation described herein.

(b) Disbursement of Financial Assistance:

- i. Invoices shall be submitted electronically, to amhcontract.administrator@dhsola.state.or.us, with the subject line "Invoice, contract #(your contract number), contractor's name" on an OHA approved invoice, and at the level of detail prescribed by OHA no later than 60 calendar days after the Individual's last date of Services.
- ii. All payments made to County under this Agreement are subject to recovery by OHA as follows:
 - A. If an audit of the Services rendered by County under this Agreement, whether directly or through subcontract(s), results in a refund to or disallowance by the federal government of payment made to County under this Agreement, OHA may recover

from County the amount of the refund or disallowance and any applicable OHA matching funds.

- B.** If County expends funds awarded to County under this Agreement for unauthorized expenditures, OHA may recover from County the full amount of unauthorized expenditures.
- iii.** In the event funds awarded to County under this Agreement are subject to recovery as described above, OHA may, at its option, upon written notice to County:
 - A.** Offset the amount subject to recovery against other funds due County from OHA under this Agreement or otherwise; or
 - B.** Demand that County pay to OHA the amount subject to recovery, in which case County shall immediately pay said amount to OHA. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit G, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- iv.** Upon 30 calendar days advance written notice to County, OHA may withhold financial assistance otherwise due County under this Agreement if County fails to submit required reports when due or fails to perform or document the performance of Services under this Agreement. Immediately upon written notice to County, OHA may withhold financial assistance if County or its Provider(s) no longer holds all licenses, certificates, letters of approval, or certificate of approval that are required to perform the Services. Withholding of financial assistance may continue until County submits the required reports or performs the required Services. Nothing in this section will affect OHA's right to terminate this Agreement as set forth in Exhibit F, "Standard Terms and Conditions," or any remedies otherwise available to OHA as a result of the termination of this Agreement.
- v.** OHA will not provide financial assistance in excess of the maximum compensation amount set forth in this Agreement. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County or its Provider(s) performs Services subject to the amendment. No financial assistance will be provided for any Services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

27. **Service Name:** **COMMUNITY CRISIS SERVICES FOR ADULTS AND CHILDREN**

Service ID Code: **MHS 25**

a. **Service Description**

(1) Purpose:

Community Crisis Services for Adults and Children (MHS 25 Services) are immediately available behavioral health crisis assessment, triage, and intervention Services delivered to Individuals and their families experiencing the sudden onset of psychiatric symptoms or the serious deterioration of mental or emotional stability or functioning. MHS 25 Services are of limited duration and are intended to stabilize the Individual and prevent further serious deterioration in the Individual's mental status or mental health condition.

(2) Definitions:

- (a) **Care Coordination** means an assessment-driven, process-oriented activity to facilitate ongoing communication and collaboration to meet multiple needs. Care Coordination includes facilitating communication between the family, natural supports, community resources, and involved Providers for continuity of care by creating linkages to and managing transitions between levels of care and transitions for young adults in transition to adult services. It addresses interrelated medical, social, developmental, behavioral, educational and financial needs to achieve optimal health and wellness outcomes and efficient delivery of health-related services and resources both within and across systems. Care Coordination contributes to a patient-centered, high-value, high-quality care system.
- (b) **Community-based** means that Services and supports must be provided in an Individual's home and surrounding community and not solely based in a traditional office-setting.
- (c) **Crisis** means either an actual or perceived urgent or emergent situation that occurs when an Individual's stability or functioning is disrupted and there is an immediate need to resolve the situation to prevent a serious deterioration in the Individual's mental or physical health or to prevent referral to out of home placement or to a significantly higher level of care, or prevent physical harm or death.
- (d) **Child** means an individual under the age of 18. An individual with Medicaid eligibility who needs services specific to children, adolescents, or young adults in transition shall be considered a child until age 21.
- (e) **Crisis Line Services** means phone-based Services that establish immediate communication links and provide supportive interventions and information for Individuals in an urgent or emergent situation.

- (f) **Mobile Crisis Response Time** means the time from the point when a professional decision is made that a face-to-face intervention is required, to the time the actual face-to-face intervention takes place in the community.
 - (g) **Mobile Crisis Services** means Mental Health Services for Individuals in Crisis, provided by mental health practitioners who respond to behavioral health Crises onsite at the location in the community where the Crisis arises and who provide a face-to-face therapeutic response. The goal of Mobile Crisis Services is to help an Individual resolve a psychiatric crisis or emergency in the most integrated setting possible, and to avoid unnecessary emergency room visits, hospitalization, inpatient psychiatric treatment, child welfare involvement, placement disruption, homelessness, involuntary commitment, and arrest or incarceration.
 - (h) **Screening** means the process to determine whether the Individual needs further assessment to identify circumstances requiring referrals or additional Services and supports.
 - (i) **Service Plan** means a comprehensive plan for Services and supports provided to or coordinated for an Individual and their family, per OAR 309-019-111 as applicable, that is reflective of the assessment and the intended outcomes of Service.
- (3) MHS 25 Services shall not be contingent on type of insurance. All children and adults, regardless of insurance status (uninsured, underinsured, not eligible for insurance, including commercial and public plans) are eligible
 - (4) MHS 25 Services shall include, but are not limited to, the following:
 - (a) Provide Crisis Services to Individuals 24 hours a day, 7 days a week face-to-face or telephone/telehealth. Screening to determine the need for immediate Services for any Individual and/or their parent/caregiver requesting assistance or for whom assistance is requested. Services shall be for Individuals across their lifespan, and shall be trauma informed and culturally, linguistically and developmentally appropriate.
 - (b) A mental health assessment concluding with written recommendations by a Qualified Mental Health Professional or a Qualified Mental Health Associate, as defined in OAR 309-019-0105(94) QMHP and (95) QMHA, regarding the need for further treatment;
 - (c) Provide brief Crisis intervention;
 - (d) In the case of a child, appropriate child and family psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the child as quickly as possible;

- (e) In accordance with OAR 309-019-0151, in the case of a child and family, appropriate stabilization services including child psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified mental Health Professional, that are specific to the assessment and identified in the initial treatment plan. Stabilization services may be provided up to 56 total calendar days, or as long as necessary with the primary goals described in (1) (b)(vii) above.
- (f) In the case of an adult, appropriate psychological, psychiatric, and other medical interventions delivered by or under the direct supervision of a Qualified Mental Health Professional, that are specific to the assessment and identified in the initial treatment plan, and any community placements necessary to protect and stabilize the Individual as quickly as possible;
- (g) Connections shall be made to any supports, services and community placements necessary to protect and stabilize the Individual adult, child and family as quickly as possible.
- (h) Arrangement for the provision of involuntary psychiatric Services at a hospital or non-hospital facility approved by OHA, when an Individual's behavior requires it;
- (i) Crisis Line Services shall be provided in accordance with OAR 309-019-0300 through 309-019-0320; and
- (j) Mobile Crisis Services:

The effectiveness of Mobile Crisis Services in de-escalating a Crisis and diverting emergency room, hospitalization, child welfare involvement or arrest is enhanced by team members competent in performing an assessment and delivering an effective course of intervention. These Services provide access to a multi-disciplinary support team and ready resources, such as access to urgent appointments, brief respite services, and the ability to provide follow-up stabilization services when indicated. Services shall be trauma informed and culturally, linguistically and developmentally appropriate and are designed to meet each Individual's need including Individuals with co-occurring intellectual and/or developmental disabilities and those with substance use disorders.

County shall provide Mobile Crisis Services according to OAR 309-019-0150
- (k) Provide disaster response, Crisis counseling Services to include:
 - i. Responding to local disaster events by:
 - A. Providing Crisis counseling and critical incident stress debriefing to disaster victims; police, firefighters and other "first-responders"; disaster relief shelters; and the community-at-large.
 - B. Coordinating Crisis counseling Services with County Emergency Operations Manager (CEOM); and

providing Crisis counseling and stress management Services to Emergency Operations Center staff according to agreements established between the CMHP and CEOM.

- ii. Assisting CMHP's in the provision of these Services as part of a mutual aid agreement; and
- iii. For the purpose of responding to a specified local disaster event, payment may be made through an amendment to the Financial Assistance Award for these Services.

b. Performance Requirements

- (1) County shall comply with OAR 309-019-0100 through 309-019-0324, as such rules may be revised from time to time.
- (2) County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of Mobile Crisis Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Each quarterly report shall include, but is not limited to the following :

- (1) Individual's name;
- (2) Gender;
- (3) Date of birth;
- (4) Medicaid identification number (if applicable)
- (5) Race;
- (6) Ethnicity;
- (7) Location of Mobile Crisis Service
- (8) Disposition of the Mobile Crisis contact;
- (9) Mobile Crisis Response Time; and
 - (a) Response time begins from the point when a professional decision is made that a face-to-face intervention is required.
 - (b) Response time ends when the actual face-to-face intervention takes place in the community between the Individual and the mental health practitioner.

(10) Reason for exceeding maximum response time (if applicable).

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, Section 1.f.(2).

28. Service Name: NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 26

a. Service Description

Non-Residential Mental Health Services for Youth & Young Adults in Transition (MHS 26 Services) are Mental Health Services delivered to Individuals through 25 years of age who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), as specified in Exhibit C, "Financial Assistance Award," and have behavioral health needs posing a danger to the health and safety of themselves or others. The purpose of MHS 26 Services is to provide mental health services in community settings that reduce or ameliorate the disabling effects of behavioral health needs. Non-Residential Mental Health Services for Youth & Young Adults in Transition include:

- (a) Care coordination and residential case management services;
- (b) Vocational and social services;
- (c) Rehabilitation;
- (d) Support to obtain and maintain housing (non-JPSRB only);
- (e) Abuse investigation and reporting;
- (f) Medication (non-JPSRB only) and medication monitoring;
- (g) Skills training;
- (h) Mentoring;
- (i) Peer support services;
- (j) Emotional support;
- (k) Occupational therapy;
- (l) Recreation;
- (m) Supported employment;
- (n) Supported education;
- (o) Secure transportation (non-JPSRB only);
- (p) Individual, family and group counseling and therapy;
- (q) Rent Subsidy (non-JPSRB only); and
- (r) Other services as needed for Individuals, at the sole discretion of OHA.

(2) Performance Requirements

- (a) Services to Individuals through 25 years of age under the jurisdiction of the JPSRB or are considered Young Adults in Transition (YAT) must be delivered with the least possible disruption to positive relationships and must incorporate the following:

- (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults, so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to youth and young adults;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The treatment plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;
 - (f) The “Service Plan” will include a specific section addressing Services and supports unique to the developmental progress of Youth and Young Adults in Transition including school completion, employment, independent living skills, budgeting, finding a home, making friends, parenting and family planning, and delinquency prevention;
 - (g) The OHA Young Adult Service Delivery Team or its designee shall provide direction to Provider regarding Services to be delivered to the youth or young adult; and
 - (h) Secured transportation services under the “Service Description” section for MHS 26 Services will be approved by OHA on a case by case basis.
- (b) Required non-JPSRB Services that are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule rate as a basis for disbursement purposes. Disbursements will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:
- (a) Additional staffing;
 - (b) Transportation;
 - (c) Interpreter services;
 - (d) Medical services and medications;
 - (e) Rental assistance, room and board, and personal incidental funds; or
 - (f) Non-medically approved services including, but not limited to, assessment, evaluation, outpatient treatment, and polygraph.

(3) **Reporting Requirements**

See Exhibit E, 10.

(4) Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly reports, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

There shall be a report from each Young Adult Residential Treatment Program providing Services under this Agreement within the County (or one report that breaks out each separate entity) for data subject to that specific quarter. Each report shall include the following components:

- (a) Number admitted;
- (b) Demographic information for admits
- (c) Number discharged
- (d) Demographic information for discharges
- (e) Program Strengths
- (f) Program Challenges
- (g) Success Story

In addition, all programs for which financial assistance is awarded through this Agreement shall administer the Adult Hope Scale, located at <https://ppc.sas.upenn.edu/sites/default/files/hopescale.pdf>, to each Individual and include the results on the quarterly report. Counties providing both MHS 26 and MHS 27 Services need only provide one report for both Services.

(5) Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures

See Exhibit D, "Payment, Settlement, and Confirmation requirements."

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent Counties billings under MMIS for Part B funding exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award."

29. Service Name: RESIDENTIAL MENTAL HEALTH TREATMENT SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION

Service ID Code: MHS 27

a. Service Description

- (1) Residential Mental Health Treatment Services for Youth & Young Adults in Transition (MHS 27 Services) are mental health Services delivered to Individuals 17 through 24 years of age in a group residential setting to enable the Individual to acquire sufficient stability and connectivity to the community to enable them to live as independently as they choose. These are Individuals who are under the jurisdiction of the Juvenile Panel of the Psychiatric Security Review Board (JPSRB) or are considered Young Adults in Transition (YAT), and are transitioning from an institutional setting, or in need of a structured and supportive transitional living environment. This includes Individuals without insurance or those who are under-insured. Programs are expected to maximize this funding to enhance an Individuals' likelihood of living independently in the community through the provision of the Services listed in MHS 27.
- (2) Individuals eligible for these Services are those that the OHA's Young Adult Coordinator or designee determines are unable to live independently at the time of the referral, without supervised intervention, training, or support.
- (3) Services are delivered on a 24-hour basis to Individuals with mental or emotional disorders who have been hospitalized or are at immediate risk of hospitalization, who need continuing services to avoid hospitalization, or who are a danger to themselves or others, or who otherwise require transitional care to remain in the community.
- (4) These Services have no timeline. It is expected that they will be used to help the Individual connect to ongoing, longer-term supports, meet their needs and goals, and support them in moving toward a positive life trajectory.
- (5) It is preferable that the peer support specialist and the clinical staff meet with the Individual together during the initial contact, or soon thereafter. Contacts should be as frequent as is necessary for the goals of the project to occur, but no less than twice per week.
- (6) MHS 27 Services shall be delivered in appropriately licensed and certified programs or facilities and include, but are not limited to, the following:
 - (a) Crisis stabilization services, such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
 - (b) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
 - (c) Money and household management;

- (d) Supervision of daily living activities such as skill development focused on nutrition, personal hygiene, clothing care and grooming, and communication skills for social, health care, and community resources interactions;
- (e) Provision of care including the assumption of responsibility for the safety and well-being of the Individual;
- (f) Administration, supervision, and monitoring of prescribed and non-prescribed medication and client education on medication awareness;
- (g) Provision or arrangement of routine and emergency transportation;
- (h) Developing skills to self-manage emotions;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food;
- (j) Management of physical or health problems including, but not limited to, diabetes and eating disorders;
- (k) Skills training;
- (l) Mentoring, peer delivered services, and peer support services;
- (m) Positive use of leisure time and recreational activities;
- (n) Supported education;
- (o) Supported employment;
- (p) Occupational therapy; and
- (q) Recreation.

b. Performance Requirements

- (1) Services to Individuals through 24 years of age under the jurisdiction of the JPSPRB or are considered Youth & Young Adults in Transition shall be delivered with the least possible disruption to positive relationships and shall incorporate the following principles and practices:
 - (a) The rapport between professional and Individual will be given as much of an emphasis in Service planning as other case management approaches;
 - (b) Services will be coordinated with applicable adjunct programs serving both children and adults so as to facilitate smoother transitions and improved integration of Services and supports across both adolescent and adult systems;
 - (c) Services will be engaging and relevant to Youth & Young Adults in Transition;
 - (d) Services will accommodate the critical role of peers and friends;
 - (e) The individual service and support plan will include a safety component to require that identity development challenges and boundary issues are not cause for discontinuing Service;

(5) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(1). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, “Financial Assistance Award.”

30. Service Name: RESIDENTIAL TREATMENT SERVICESService ID Code: MHS 28**a. Service Description****(1)** Residential Treatment Services (MHS 28) are:

- (a)** Services delivered on a 24-hour basis to Individuals who are uninsured, underinsured, not eligible for Medicaid, or have exhausted Medicaid services, including those who meet the criteria for Citizen Alien Waived Medical Program. Individuals must be 18 years of age or older with mental or emotional disorders, who have been hospitalized or are at immediate risk of hospitalization, who need continuing Services to prevent hospitalization or who are a danger to themselves or others, or who otherwise requires continuing care to maintain stability and learn skills needed to be placed in a more integrated community setting; and
- (b)** Services delivered to Individuals that OHA determines are currently unable to live independently without supervised intervention, training, or support.

The specific MHS 28 Services delivered to an Individual are determined based upon a person-centered assessment of treatment needs and the development of a Plan of Care that is individualized to promote stabilization, skill building, and preparation to be living in a more integrated community.

(2) MHS 28 Services delivered in Residential Treatment Facilities (RTF), as defined in OAR 309-035-0105, Residential Treatment Homes (RTH), as defined in OAR 309-035-0105, or another licensed setting approved by OHA include, but are not limited to, the following:

- (a)** Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the Individual and others;
- (b)** Timely, appropriate access to crisis intervention to prevent or reduce acute emotional distress, which might necessitate psychiatric hospitalization;
- (c)** Management of personal money and expenses;
- (d)** Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated community environment;
- (e)** Provision of care including assumption of responsibility for the safety and well-being of the Individual;
- (f)** Administration and supervision of prescribed and non-prescribed medication(s);

- (g) Provision of or arrangement for routine and emergency transportation;
- (h) Management of aggressive or self-destructive behavior;
- (i) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (j) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

Financial assistance is dependent upon the Individual served meeting defined criteria as cited in OAR 410-172-0630 and OAR 309-035-0200. OHA and its designees have the authority to review clinical records and have direct contact with Individuals. The County and any Providers shall notify Individuals in writing of admission decisions [in](#) accordance with OAR 309-035-0163(11).

b. Performance Requirements

A Provider of MHS 28 Services shall give first priority in admission to referrals for Individuals transitioning from the Oregon State Hospital (OSH); second priority to referrals for Individuals on the OSH wait list or in acute care psychiatric hospitals; and then to all others.

A Provider of MHS 28 Services funded through this Agreement shall deliver MHS 28 Services in a facility licensed as a RTH, a RTF or Secured Residential Treatment Facility (SRTF), in accordance with OAR 309-035-0100 through 309-035-0225, as such rules may be revised from time to time.

Other required, approved Services for civil commitment (non-PSRB) Individuals who are not otherwise covered by another resource will be funded at the Medicaid Fee Schedule Rate. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Services may include one or more of the following:

- (1) Additional staffing;
- (2) Interpreter services;
- (3) Medical services and medications;
- (4) Rental assistance for Individuals not covered by Medicaid for reasons such as a PSRB Individual who is not Medicaid-eligible, or an Individual who is Medicaid-eligible but whose funding has not yet started; room and board; and personal and incidental funds; and
- (5) Non-medically approved services including but not limited to assessment, evaluation, and outpatient treatment.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

If County has authorized or anticipates authorizing delivery of MHS 28 Services to an Individual and wishes to reserve MHS 28 Service capacity as defined in OAR

309-011-0115(3), up to a maximum of 30 calendar days for that Individual while the Individual is not actually receiving MHS 28 Services, County shall submit a written Reserved Service Capacity Payment (RSCP) request and a CAR to OHA under OAR 309-011-0105 through 309-011-0115. If OHA approves the RSCP request and the CAR for a non-Medicaid-eligible Individual, OHA and County shall execute an amendment to the Financial Assistance Award to reduce residential funding, and add funds necessary to make the approved disbursements to reserve the service capacity. If the Individual is Medicaid-eligible, OHA and County shall execute an amendment to the Financial Assistance Award to add funds necessary to make the approved disbursements to reserve the service capacity. OHA shall have no obligation to make the disbursements unless and until the Financial Assistance Award has been so amended.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, Section 1.f.(1). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's billings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Award." The Part C awards do not apply to PSRB Individuals, as these Services are covered in the Service Description for MHS 30.

31. Service Name: MONITORING, SECURITY, AND SUPERVISION SERVICES FOR INDIVIDUALS UNDER THE JURISDICTION OF THE ADULT AND JUVENILE PANELS OF THE PSYCHIATRIC SECURITY REVIEW BOARD

Service ID Code: MHS 30

a. Service Description

Monitoring, Security, and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile Panels of the Psychiatric Security Review Board (PSRB & JPSRB) (MHS 30 Services). MHS 30 Services are delivered to Individuals who are placed in their identified service area by Order of Evaluation or Conditional Release Order as designated by OHA.

(1) Monitoring Services include:

- (a)** Assessment and evaluation for the court, and the PSRB or JPSRB of an Individual under consideration for placement on a waiting list or for Conditional Release from the Oregon State Hospital (OSH), a hospital, jail, or facility designated by OHA, to determine if the Individual can be treated in the community, including identification of the specific requirements for the community placement of an Individual;
- (b)** Supervision and urinalysis drug screen consistent with the requirements of the PSRB or JPSRB Conditional Release Order;
- (c)** Coordination with OSH, a hospital, or facility designated by OHA on transition activities related to Conditional Release of an Individual;
- (d)** Provide supported housing and intensive case management for identified programs at approved budgeted rates; and
- (e)** Administrative activities related to the Monitoring Services described above, including but not limited to:
 - i. Reporting of the Individual's compliance with the conditional release requirements, as identified in the order for Conditional Release, as identified in the Order for Conditional Release, through monthly progress notes to the PSRB or JPSRB;
 - ii. Providing interim reports for the purpose of communicating current status of an Individual to the PSRB or JPSRB;
 - iii. Submitting requests for modifications of Conditional Release Orders to the PSRB or JPSRB;
 - iv. Implementing board-approved modifications of Conditional Release Orders;

- v. Implementing revocations of Conditional Release due to violation(s) of Conditional Release Orders and facilitating readmission to OSH;
- vi. Responding to Law Enforcement Data System (LEDS) notifications as a result of contact by the Individual receiving MHS 30 Services with law enforcement agencies; and
- vii. An annual comprehensive review of supervision and treatment Services to determine if significant modifications to the Conditional Release Order should be requested from the PSRB or JPSRB.

(2) Security and Supervision Services includes:

- (a)** Security Services include: Services identified in the PSRB or JPSRB Conditional Release Order, which are not medically approved Services but are required for safety of the Individual and the public, and are covered at a rate based on a determination of the risk and care needs, as identified in the Security Services Matrix below:

Security Services Matrix	Low Risk	Med Risk	High Risk
Low Care	Rate 1	Rate 2	Rate 3
Med Care	Rate 2	Rate 3	Rate 4
High Care	Rate 3	Rate 4	Rate 5

- (b)** Supervision Services include approved Services that are not covered by another resource and will be funded at the current Medicaid Fee Schedule rate as a basis for reimbursement purposes. Disbursement will be made by invoice in accordance with the “Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures” section below. Approved Supervision Services may include one or more of the following:

- i.** Additional staffing;
- ii.** Transportation;
- iii.** Interpreter services;
- iv.** Medical services and medications;
- v.** Rental assistance, room and board, and person and incidental funds;
- vi.** Payee
- vii.** Guardianship (initial and ongoing) costs;
- viii.** To obtain legal identification for Individuals receiving supported housing and intensive case management services as identified in Monitoring Services section above; and

- ix. Non-medically approved services including, but not limited to assessment, evaluation, outpatient treatment, and polygraph.

b. **Performance Requirements**

- (1) Providers of MHS 30 Services funded through this Agreement shall comply with OAR 309-019-0160, as such rule may be revised from time to time.
- (2) Providers of MHS 30 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

Upon request County shall submit one or more of the following to the OHA Contract Administrator for MHS 30 Services:

- (1) Conditional Release Plan or Conditional Release Order;
- (2) Monthly progress notes;
- (3) Incident reports;
- (4) Evaluations and assessments;
- (5) Notifications of Revocation and Order of Revocation;
- (6) Treatment Plans
- (7) Notification of Change of Residence; or
- (8) Any other documentation deemed necessary for monitoring and implementing MHS 30 Services.

e. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, Section 1.f.(1).

32. Service Name: ENHANCED CARE AND ENHANCED CARE OUTREACH SERVICES

Service ID Code: MHS 31

a. Service Description

Enhanced Care and Enhanced Care Outreach Services (MHS 31) enable an Individual to leave, or avoid placement in, the Oregon State Hospital (OSH). MHS 31 Services are outpatient community mental health and psychiatric rehabilitation Services delivered to Individuals who are Department of Human Services (DHS), Adults and People with Disabilities (APD) service need eligible and who have been diagnosed with a severe mental illness with complex behaviors and require intensive community mental health services for successful integration into the community.

b. Performance Requirements

- (1) Providers of MHS 31 Services funded through this Agreement shall comply with OAR 309-019-0155, as such rule may be revised from time to time.
- (2) Providers of MHS 31 Services funded through this Agreement shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through 309-008-1600, as such rules may be revised from time to time.
- (3) MHS 31 Services funded through this Agreement may only be delivered to Individuals who satisfy the requirements for receipt of nursing facility or community based care under Medicaid, as specified in OAR 411-015-0000 through 411-015-0100, as such rules may be revised from time to time, and who receive such services in a nursing facility, residential care facility, assisted living facility, or foster home operated by a Provider that has entered into an agreement with and is licensed by DHS's APD Division to provide services to designated individuals. All Individuals shall be evaluated by the Provider and local DHS APD licensed facility staff prior to placement.
- (4) If County wishes to use MHS 31 funds made available through this Agreement for delivery of MHS 31 Services to otherwise eligible Individuals not residing in a DHS APD facility, County shall receive a variance from OHA in accordance with OAR 309-008-1600, as such rules may be revised from time to time.
- (5) County shall notify the OHA ECS Coordinator prior to transition from ECS. County shall also notify the OHA ECS Coordinator within three working days of any change in an Individual's medical or psychiatric condition, which jeopardizes the placement.

c. **Reporting Requirements**

See Exhibit E, 10. In addition:

County shall submit a Referral Outcome Form within 21 days of receiving a referral to, enhancedcare.team@dhsosha.state.or.us

County prepares and electronically submits to, enhancedcare.team@dhsosha.state.or.us,

- (1) Monthly Enhanced Care Services Census Report;
- (2) ECS Data Base Part I; and
- (3) ECS Data Base Part II.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, the following reports using forms and procedures as prescribed on OHA's website, located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>:

- (a) Monthly Enhanced Care Services Census Report;
- (b) ECS Data Base Part I; and
- (c) ECS Data Base Part II.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, Payment, Settlement, and Confirmation Requirements.

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part A or Part C may be reduced by Contract amendment to the extent County's fillings under MMIS for Part B payments exceed the allocated total aggregated budget as set for in Exhibit C, "Financial Assistance Agreement."

33. Service Name: ADULT FOSTER CARE SERVICEService ID Code: MHS 34**a. Service Description**

Adult Foster Care Services (MHS 34) are Services delivered to Individuals with chronic or severe mental illness who are in need of further stabilization in a licensed care setting for the potential of transitioning to an *integrated setting*. These Individuals have been hospitalized or are at immediate risk of hospitalization, are in need of continuing Services to avoid hospitalization, or pose a danger to the health and safety of themselves or others, and are unable to live by themselves without supervision. MHS 34 Services are delivered in a family home or facility with five or fewer Individuals receiving MHS 34 Services. The purpose of MHS 34 Services is to maintain the Individual at his or her maximum level of functioning or to improve the Individual's skills to the extent that he or she may live more independently.

Integrated setting was recently explained in a publication by the Department of Justice², dated June 22, 2011, as follows:

“In the years since the Supreme Court’s decision in *Olmstead v. L.C.*, 527 U.S. 581 (1999), the goal of the integration mandate in title II of the Americans with Disabilities Act [is] to provide individuals with disabilities opportunities to live their lives like individuals without disabilities.”

“By contrast, segregated settings often have qualities of an institutional nature. Segregated settings include, but are not limited to: (1) congregate settings populated exclusively or primarily with individuals with disabilities; (2) congregate settings characterized by regimentation in daily activities, lack of privacy or autonomy, policies limiting visitors, or limits on individuals’ ability to engage freely in community activities and to manage their own activities of daily living; or (3) settings that provide for daytime activities primarily with other individuals with disabilities.”

The expectation for individuals living in Adult Foster Care Services is to stabilize and transition to a non-licensed, integrated setting. Perpetual living at this level of care is not warranted and can only continue with the ongoing approval by OHA’s Independent Qualified Agent (IQA) in determining this specific Level of Care (LOC).

All stays in Adult Foster Care Services shall include activities to integrate the individual into the community based on individual goals and desires, and should not be limited to foster home group activities.

² https://www.ada.gov/olmstead/q&a_olmstead.htm

MHS 34 Services include, but are not limited to, the following:

- (1) Crisis stabilization services such as accessing psychiatric, medical, or qualified professional intervention to protect the health and safety of the individual and others;
- (2) Timely, appropriate access to crisis intervention to prevent or reduce acute, emotional distress, which might necessitate psychiatric hospitalization;
- (3) Management of personal money and expenses;
- (4) Supervision of daily living activities and life skills, such as training in nutritional wellness, personal hygiene, clothing care and grooming, communication with social skills, health care, household management, and using community resources to support increasing independence and preparation for living in the most integrated living environment;
- (5) Provision of care including assuming the responsibility for the safety and well-being of the individual;
- (6) Administration and supervision of prescribed and non-prescribed medication;
- (7) Provision of or arrangement for routine medical and emergency transportation;
- (8) Management of aggressive or self-destructive behavior;
- (9) Management of a diet, prescribed by a physician, requiring extra effort or expense in preparation of food; and
- (10) Management of physical or health problems including, but not limited to, seizures, incontinency, diabetes, and pain management.

b. Performance Requirements

- (1) Providers of Foster Care MHS 34 Services funded through this Agreement shall comply with OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time.
- (2) Prior to commencement of Foster Care MHS 34 Services, County shall develop and submit to OHA, for OHA's review and approval, a personal care plan for the Individual. After commencement of Foster Care MHS 34 Services, County shall require that the Provider of the MHS 34 Services delivers the Services to the Individual in accordance with the Individual's personal care plan. County shall complete a new personal care plan at least annually for each Individual receiving MHS 34 Services funded through this Agreement and revise as necessary.
- (3) County shall assist OHA's function of licensing and certifying homes providing Foster Care MHS 34 Services funded through this Agreement by performing the following tasks within the timelines required by OAR 309-040-0300 through 309-040-0455, as such rules may be revised from time to time:
 - (a) For new licenses and certifications: County shall assist with inspection of the homes, and completion and submission to OHA of the following, as prescribed by OHA:

ATTACHMENT #1

Health Systems Division
500 Summer Street NE E-86
Salem, OR 97301

Dear HSD Licensing and Certification Unit Manager,

Pursuant to OAR 309-040-0315 (3)(e), I am submitting this letter of support on behalf of [name of CMHP], an authorized designee of the Local Mental Health Authority in [County].

At this time, [name of CMHP] is in support of the operation of [name of AFH] AFH located at [full address of AFH] under the following conditions:

- The provider maintains substantial compliance with all regulations that govern the licensure and safe operation of AFHs.
- The provider ensures the delivery at all times adequate room and board, food, safety and sanitation oversight, compliance with building and maintenance requirements, supervision, and care to vulnerable adults with mental, emotional, or behavioral disorders who reside at the AFH by qualified and approved providers, resident managers, staff, and volunteers.
- The provider timely submits incident reports to the CMHP in accordance with applicable ORS' and OARs.
- The provider complies with any additional requirements or conditions set forth by the Health Systems Division, Oregon Health Authority.

[name of CMHP] will immediately notify HSD when it changes its level of support for the continued operation of or adjusted placement referral decisions associated with [name of AFH] AFH.

[name of CMHP] will immediately notify HSD in writing if CMHP staff become aware of or observe any violations to regulations that govern the health, safety, and welfare of residents who reside at the home.

[name of CMHP] will provide a detailed written summary to HSD (and to the Office of Training, Investigations, and Safety, *formerly OAAPI*) if CMHP staff become aware of or observe any medication errors, inadequate or unsafe physical conditions of the home, unauthorized persons living or sleeping in the home, failure by the AFH provider to timely submit incident reports, suspected abuse or neglect to residents, crimes committed on the property, or in any other situation that jeopardizes the health, safety, and welfare of vulnerable adults who live in and receive services in the home.

Name of the LMHA representative or designee who is signing this letter of support: [name]

Full title of the LMHA representative or designee who is signing this letter of support: [title]

Email of the LMHA representative or designee who is signing this letter of support: [email]

Signature of the CMHP Director or designee

Date of signature

34. Service Name: OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES

Service ID Code: MHS 35

a. Service Description

Older or Disabled Adult Mental Health Services (MHS 35 Services) are:

- (1) If Specialized Service requirement MHS 35A applies, specialized geriatric mental health Services delivered to older or disabled adults with mental illness, as such Services are further described in the Specialized Service requirement MHS 35A; or
- (2) If Specialized Service requirement MHS 35B applies, residential Services delivered to older or disabled Individuals with serious and persistent mental illness, as such Services are further described in the Specialized Service requirement MHS 35B.

b. Performance Requirements

- (1) Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award,” containing “35A” in column “Part IV” may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35A.
- (2) Funds awarded for MHS 35 Services on lines in Exhibit C, “Financial Assistance Award,” containing “35B” in column “Part IV” may only be expended on MHS 35 Services as described in the Specialized Service requirement MHS 35B.

c. Reporting Requirements

See Exhibit E, 10.

d. Special Reporting Requirements

County shall prepare and electronically submit, to amhcontract.administrator@dhsola.state.or.us, written quarterly summary financial and program narrative reports on the delivery of Older or Disabled Adult Mental Health Services, no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement, that are subject to Specialized Service requirements 35A and 35B. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary to reflect changes in the funds shown for Specialized Service requirement MHS 35A Services and Specialized Service requirement MHS 35B Services provided under that line of the Financial Assistance Award.

35. Service Name: PRE-ADMISSION SCREENING AND RESIDENT REVIEW SERVICES (PASRR)

Service ID Code: MHS 36

a. Service Description

- (1) Pre-admission Screening and Resident Review Services (MHS 36 Services) are evaluation services delivered to Individuals who are entering a nursing facility where a PASRR level I screen has indicated that they have a serious and persistent mental illness (SPMI), regardless of insurance type or lack of health insurance, or are residing in a nursing home. Eligible populations served are: Medicaid, those uninsured, underinsured, or have exhausted Medicaid Services, Citizen/Alien-Waived Emergent Medical, Medicare, Private Insurance, or Private Pay.
 - (a) Referred for placement in Medicaid-certified long-term care nursing facilities if they are exhibiting symptoms of a serious persistent mental illness; or
 - (b) Residing in Medicaid-certified long-term care nursing facilities and experiencing a significant change in mental health status.
- (2) Pre-admission Screening and Resident Review Services must determine if:
 - (a) Individuals have a serious and persistent mental illness, as defined in OAR 309-032-0860(22); and
 - (b) If those determined to have a serious and persistent mental illness are appropriately placed in a nursing facility or need inpatient psychiatric hospitalization.

b. Performance Requirements

- (1) County shall comply with the Nursing Home Reform Act, under the Omnibus Budget Reconciliation Act of 1987 (OBRA 1987), as amended by OBRA 1990, including but not limited to 42 U.S.C. 1396r(e)(7) and OAR 411-070-0043 through 411-070-0045, as such laws and rules may be revised from time to time. County shall maintain a Certificate of Approval in accordance with OAR 309-008-0100 through OAR 309-008-1600, as such rules may be revised from time to time.
- (2) County shall require that all Individuals referred for MHS 36 Services by licensed nursing facilities receive MHS 36 Services review and evaluation.
- (3) All MHS 36 Services paid for through this Agreement must be delivered by a Qualified Mental Health Professional (as defined in OAR 309-039-0510 (10)) or a Licensed Medical Practitioner (as defined in OAR 309-019-0105(61)).

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written forms HSD 0438 and HSD 0440, no later than 21 calendar days following each review for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Procedures**

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Confirmation language, Section 1.f.(2). In addition:

County understands and agrees that funding under Part C may be reduced by Agreement amendment to the extent County’s billings under MMIS for Part B payments exceed the allocated total aggregated budget as set forth in Exhibit C, “Financial Assistance Award.”

36. Service Name: START-UPService ID Code: MHS 37**a. Service Description**

The funds awarded for MHS 37 – Start-Up must be used for Start-Up activities as described in a special condition in Exhibit C, “Financial Assistance Award,” and Exhibit K, “Start-Up Procedures.” For purposes of this special project description, Start-Up activities are activities necessary to begin, expand, or improve mental health services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services. Notwithstanding the description of the Start-Up activities in a special condition, funds awarded for MHS 37 may not be used for real property improvements of \$10,000 and above. When OHA funds in the amount of \$10,000 and above are to be used for purchase or renovation of real property, County shall contact the Housing Development Unit of OHA and follow the procedures as prescribed by that unit.

MHS 37 funds are typically disbursed prior to initiation of services and are used to cover approved, allowable Start-Up expenditures, as described in Exhibit K, that will be needed to provide the services planned and delivered at the specified site(s).

b. Performance Requirements

The funds awarded for MHS 37 must be expended only in accordance with Exhibit K, “Start-Up Procedures,” which is incorporated herein by this reference.

c. Special Reporting Requirements

Using the OHA prescribed “Start-Up Request & Expenditure Form,” the County shall prepare and electronically submit, to amhcontract.administrator@dhsoha.state.or.us, a request for disbursement of allowable Start-Up funds as identified in a special condition in a particular line of Exhibit C, “Financial Assistance Award.” The reports must be prepared in accordance with forms prescribed by OHA and the procedures described in Exhibit K, “Start-Up Procedures.” Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

d. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures

See Exhibit D, “Payment, Settlement, and Confirmation Requirements.”

Use Payment and Settlement language, Section 1.f.(1).

37. **Service Name:** **SUPPORTED EMPLOYMENT SERVICES**

Service ID Code: **MHS 38**

a. **Service Description**

(1) Provide Individual Placement and Support (IPS) Supported Employment Services (MHS 38 Services) consistent with the Dartmouth IPS Supported Employment Fidelity Model. The IPS Fidelity Manual, published by Dartmouth Psychiatric Research Center, incorporated by reference herein, can be found in the IPS Employment Center's Document Library, at: <https://ipsworks.org/index.php/library/>, or at the following link:

https://ipsworks.org/wp-content/uploads/2017/08/ips-fidelity-manual-3rd-edition_2-4-16.pdf.

(2) **Definitions:**

- (a) **Competitive Integrated Employment** means full-time or part time work: at minimum wage or higher, at a rate that is not less than the customary rate paid by the employer for the same or similar work performed by other employees who are not individuals with disabilities, and who are similarly situated in similar occupations by the same employer and who have similar training, experience, and skill; with eligibility for the level of benefits provided to other employees; at a location where the employee interacts with other persons who are not individuals with disabilities (not including supervisory personnel or individuals who are providing services to such employee) to the same extent that individuals who are not individuals with disabilities and who are in comparable positions interact with other persons; and as appropriate, presents opportunities for advancement that are similar to those for other employees who are not individuals with disabilities and who have similar positions.
- (b) **Division Approved Reviewer** means the Oregon Supported Employment Center of Excellence (OSECE). OSECE is OHA's contracted entity responsible for conducting Supported Employment fidelity reviews, training, and technical assistance to support new and existing Supported Employment Programs statewide.
- (c) **Supported Employment Services** are individualized Services that assist Individuals to obtain and maintain integrated, paid, competitive employment. Supported Employment Services are provided in a manner that seeks to allow Individuals to work the maximum number of hours consistent with their preferences, interests, and abilities and are individually planned, based on person-centered planning principles and evidence-based practices.

b. **Performance Requirements**

County shall provide MHS 38 Services in a manner that is consistent with fidelity standards established in OAR 309-019-00270 through 309-019-0295 and is consistent with County's Local Plan as per ORS 430.630. If County lacks qualified

Providers to deliver MHS 38 Services, County shall implement a plan, in consultation with their respective CCO and OHA, to develop a qualified Provider network for Individuals to access MHS 38 Services. MHS 38 Services must be provided by Providers meeting Supported Employment fidelity scale standards.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly summary reports on the delivery of MHS 38 Services no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>

- (1) A Provider delivering MHS 38 Services with funds provided through this Agreement may not use funds to deliver covered Services to any individual known to be enrolled in the Oregon Health Plan at the time Services are delivered.
- (2) Quarterly reports shall include, but are not limited to:
 - (a) Individuals with Serious and Persistent Mental Illness (SPMI) who receive MHS 38 Services and are employed in Competitive Integrated Employment, as defined above; and
 - (b) Individuals with SPMI who no longer receive MHS 38 Services and are employed in competitive integrated employment without currently receiving supportive services from a supported employment specialist; and
 - (c) Individuals with SPMI who received MHS 38 Services as part of an Assertive Community Treatment (ACT) Program.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Settlement language, Section 1.f.(2).

38. Service Name: PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

Service ID Code: MHS 39

a. Service Description

The goal of the Projects for Assistance in Transition from Homelessness (PATH) Services program is to reduce or eliminate homelessness for Individuals with Serious Mental Illness (SMI), as defined in OAR 309-036-0105(10), who experience homelessness or are at imminent risk of becoming homeless. Individuals may also have a co-occurring Substance Use Disorder (SUD).

PATH funds are used to provide a menu of allowable Services, prioritizing street outreach, case management, and Services which are not supported by mainstream Mental Health programs. Through its Services, PATH links a vulnerable population who experience persistent and pervasive health disparities to mainstream and other supportive Services. Collectively these efforts help homeless Individuals with SMI secure safe and stable housing, improve their health, and live a self-directed, purposeful life.

Eligible Services, not otherwise covered by another resource, are as follows:

- (1) Outreach services including prioritization of those with serious mental illness who are veterans and experiencing homelessness or in danger of becoming homeless;
- (2) Screening and diagnostic treatment services;
- (3) Habilitation and rehabilitation services;
- (4) Community mental health services including recovery support services (e.g. peer specialist/recovery coaches);
- (5) Alcohol and drug treatment services;
- (6) Staff training, including the training of individuals who work in shelters, mental health clinics, substance abuse programs, and other sites where Individuals who are homeless require Services;
- (7) Case management services, including:
 - (a) Preparing a plan for the provision of community mental health and other supportive services to the eligible homeless Individuals and reviewing such plan not less than once every three months;
 - (b) Providing assistance in obtaining and coordinating social and maintenance services for eligible Individuals who experience homelessness, including services relating to daily living activities, peer support, personal financial planning, transportation services, habilitation and rehabilitation services, prevocational and vocational training, and housing;
 - (c) Providing assistance to eligible Individuals who experience homelessness in obtaining income support services, including housing assistance, food stamps, and supplemental securing income benefits;

- (d) Referring eligible Individuals who experience homelessness for such other services as may be appropriate; and
 - (e) Providing representative payee services in accordance with Section 1631(a)(2) of the Social Security Act if the eligible Individuals who experience homelessness are receiving aid under title XVI of such Act and if the applicant is designated by the Secretary of the Social Security Administration to provide such services.
- (8) Supportive and supervisory services in residential settings including shelters, group homes, supported apartments and other residential settings specifically serving those living with serious mental illness or co-occurring disorders;
- (9) Referrals for primary health services, job training, educational services, and relevant housing services; and including use of peer providers to help to assure that these services are successfully accessed by homeless individuals with serious mental illness(es) and co-occurring disorders; and
- (10) Housing services as specified in Section 522(b)(10) of the PHS Act as amended (U.S.C. § 290cc-22(b)), including:
- (a) Minor renovation, expansion, and repair of housing;
 - (b) Planning of housing;
 - (c) Technical assistance in applying for housing assistance;
 - (d) Improving the coordination of housing services;
 - (e) Security deposits;
 - (f) Costs associated with matching eligible homeless Individuals with appropriate housing situations; and
 - (g) One-time rental payments to prevent eviction.

No more than 20% of PATH funds allocated through MHS 39 shall be expended for housing services

In order to proactively and comprehensively address the spectrum of Service needs for Individuals who experience chronic homelessness, OHA strongly encourages recipients of MHS 39 funds to use PATH funds to prioritize provision of street outreach, coupled with case management, to the most vulnerable adults who are literally and chronically homeless.

b. Performance Requirements

Providers of MHS 39 Services funded through this Agreement shall comply with OAR 309-032-0301 through 309-032-0351, as such rules may be revised from time to time.

Services provided must be eligible services in accordance with 42 U.S.C. § 290cc-22(b).

Providers of MHS 39 Services funded through this Agreement shall:

- (1) Use third party and other revenue realized from provision of Services to the greatest extent possible;
- (2) Implement policies and procedures to prioritize use of other available funding sources for PATH Services;
- (3) Assist PATH-eligible Individuals in applying for benefits for which they may be eligible for or entitled to, including but not limited to:
 - (a) Social Security Insurance (SSI)/Social Security Disability Insurance (SSDI) or other financial assistance;
 - (b) Medicaid or Medicare;
 - (c) Veterans Administration Benefits; and
 - (d) Supplemental Nutrition Assistance Program (SNAP).
- (4) Assist OHA, upon request, in the development of an annual application requesting continued funding for MHS 39 Services, including the development of a budget and an Intended Use Plan for PATH funds consistent with the requirement set forth in Funding Opportunity Announcement; and
- (5) Provide, at a minimum, the following:
 - (a) Meet or exceed the current Government Performance and Results Act (GPRA) Measures posted to the PATH Data Exchange website <https://pathpdx.samhsa.gov/> for the following measures:
 - i. Percentage of enrolled homeless persons in the PATH program who receive community mental health services
 - ii. Number of homeless persons contacted
 - iii. Percentage of contacted homeless persons with serious mental illness who become enrolled in services
 - iv. Number of PATH providers trained on SSI/SSDI Outreach, Access, and Recovery (SOAR) to ensure eligible homeless clients are receiving benefits.
 - (b) Active participation in the local Continuum of Care;
 - (c) Attendance at semi-annual PATH Provider meetings;
 - (d) Attendance at PATH Technical Assistance trainings as requested by OHA;
 - (e) Development of an annual PATH Intended Use Plan including a line item budget and budget narrative using forms and templates provided by OHA;
 - (f) Participation in annual PATH program site reviews conducted by OHA; and
 - (g) Participation in federal site reviews as needed or requested by OHA.
- (6) All Individuals receiving MHS 39 Services provided through this Agreement shall be enrolled and that Individual's record maintained in the Homeless Management Information Systems (HMIS).

- (7) Service Providers who are recipients of MHS 39 funds must match, directly or through donations from public or private entities, MHS 39 funds in an amount that is not less than \$1 of non-federal funds for each \$3 of federal PATH funds allocated through MHS 39.
 - (a) Non-federal contributions required may be in cash or in-kind, fairly evaluated, including plant, equipment, or services.
 - (b) Funding provided by the federal government, or services assisted or subsidized to any significant extent by the federal government, shall not be included in non-federal contributions.

c. **Reporting Requirements**

See Exhibit E, 10.

d. **Special Reporting Requirements**

County shall prepare and electronically submit, to amhcontract.administrator@dhsosha.state.or.us, written quarterly and annual progress and financial reports on the delivery of PATH Services, no later than 45 calendar days after the end of each subject quarter or year for which financial assistance is awarded through this Agreement. Quarterly and Annual Progress Reports must be completed and submitted at the PATH Data Exchange website. Financial Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at

<http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Quarterly written reports documenting PATH eligible financial expenditures shall be electronically submitted to amhcontract.administrator@dhsosha.state.or.us.

Quarterly and Annual Progress Reports documenting actual utilization and demographic data submitted through the PATH Data Exchange at <https://pathpdx.samhsa.gov/>.

e. **Financial Assistance Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures**

See Exhibit D, "Payment, Settlement, and Confirmation Requirements."

Use Payment and Confirmation language, Section 1.f.(2).

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT B-2
SPECIALIZED SERVICE REQUIREMENTS**

Not all Services described in Exhibit B-2 may be covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” of this Agreement. Only Services in which costs are covered in whole or in part with financial assistance pursuant to Exhibit C, “Financial Assistance Award,” as amended from time to time, are subject to this Agreement.

1. Service Name: **NON-RESIDENTIAL MENTAL HEALTH SERVICES FOR YOUTH & YOUNG ADULTS IN TRANSITION**

Service ID Code: **MHS 26**

Specialized Service: **EARLY ASSESSMENT AND SUPPORT ALLIANCE (EASA)**

Exhibit B-2 Code: **26A**

a. **Service Description** (exceeding Section 1, MHS 26)

Early Assessment and Support Alliance (EASA) is a transitional, coordinated specialty care program, serving young Individuals experiencing symptoms consistent with a diagnosable psychotic disorder or at clinical high risk for such, for approximately 2 years.

Services are described in the EASA Practice Guideline (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013), incorporated by reference herein.

(1) **Definitions:**

- (a) **Multi-Family Groups** means multi-family groups are a preferred method of treatment for most Individuals and their families/support system (McFarlane, 2002). Where Multi-Family Groups are not available, single family groups can be offered following the same format. Fidelity to Multi-Family Groups standards in each of the key stages is critical: joining sessions, family workshops, and carefully structured initial and ongoing problem solving sessions.
- (b) **Participatory Decision Making** means Individuals and family/primary support system involved in service planning, delivery, monitoring, and evaluation seem to facilitate the development of ongoing services that are accessible and culturally appropriate for them and may result in more responsive treatment providers, better quality of care, and more empowered Individuals and primary family/primary support system (McGorry et al., 2010).
- (c) **Psycho-education** means aiming to develop a shared and increased understanding of the illness and recovery process for both the Individual and the family/support system. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).
- (d) **Psychosis-Risk Syndrome** means Schizophrenia-related conditions frequently have a gradual onset. Neurocognitive, sensory, perceptual, and affective changes, usually accompanied by a decline in functioning, characterize the at-risk mental state. Identifying, monitoring, and providing needs-based care during a potential psychosis-risk mental state is optimal. The evidence regarding the effectiveness of specific interventions (therapy, medications, etc.) remains preliminary. It is measured by the Structured Interview for Psychosis-Risk syndrome (SIPS), performed by a skilled diagnostician certified in the tool (McGlashan, Walsh, & Woods, 2010), incorporated by reference herein.
- (e) **Community Education** means a core element of early intervention services is a proactive and ongoing campaign to increase early identification and the speed and number of early referrals and reduce attitudinal barriers about

schizophrenia-related conditions. This reduces the duration of untreated psychosis. Specific attention is given to cultural values and norms of an audience and broad accessibility to this information is essential (EASA Fidelity Guidelines, 2013).

(2) **Performance Requirements** (exceeding Section 2, MHS 26)

County shall provide Services to eligible Individuals as listed below, subject to the availability of funds:

- (a) **Eligible Population:** EASA Services are to be provided to Individuals ages 12 through 27 years of age whom:
- i. Have not had a diagnosable psychotic disorder other than psychosis-risk syndrome, identified by the Structured Interview for Psychosis Risk Syndrome (SIPS) or other C4E approved formal assessment, for a period longer than 12 months; and
 - ii. Have psychotic symptoms not known to be caused by the temporary effects of substance intoxication, major depression, or attributable to a known medical condition.
- (b) Access to EASA across all referral sources: emergency departments, hospitals, community partners, schools, and families, regardless of ability to pay. Upon referral, contact shall be made by EASA staff with the Individual (and family) within 24-48 hours in a location that best suits the Individual. Individuals are enrolled in EASA once they are determined to have met the eligibility criteria and agree they are comfortable with the program;
- (c) Services intended to be a transitional coordinated specialty care service, designed to last an average of 2 years. An Individual's Services can be flexible with the timing of the transition, based on the needs of the Individual, their family, and the Individual's progress and goals;
- (d) Services rendered based on the needs of the Individual and their family as frequently as needed to optimize the EASA program's support and impact. EASA teams should provide access to crisis services for the EASA Individual, family, and primary supports.
- (e) Provide Services as described in the EASA Practice Guidelines (Melton, R.P., Penkin, A., Hayden-Lewis, K., Blea, P., Sisko, R., & Sale, T. (2013).
- (f) Provide technologically-based support to EASA participants that include, but are not limited to, text messaging, email, and telemedicine in order to communicate and facilitate Services.
- (g) The EASA team works with people in five phases: Assessment and stabilization, adaptation, consolidation, transition, and post-graduation.
- i. Phase 1 (up to 6 months): Assessment and stabilization: Outreach, engagement, assessment, initiation of medical treatment (including psychosis and alcohol/drug dependency), identification of strengths, resources, needs, and goals, start of multi-family groups, stabilization of current situation.
 - ii. Phase 2 (approximately 6 months): Adaptation: More extensive education to the individual and family/primary support system, address adaptation

- issues, refine/test the relapse plan, move forward on living and/or vocational goals, identify accommodations as needed at work or school, identify and develop stable long-term economic and social support, provide opportunities for peer involvement, physical fitness, etc.
- iii.** Phase 3 (approximately 6 months): Consolidation: Continue multi-family group, vocation support and individual treatment, work toward personal goals, develop a relapse prevention and long-term plan.
 - iv.** Phase 4 (approximately 6 months): Transition: Maintain contact with EASA Team, continue multi-family group, participate in individual and group opportunities, establish ongoing treatment relationship and recovery plan.
 - v.** Phase 5: Post-graduation: Continue multi-family group (in some situations), continue with ongoing providers, invitation to participate in events and mentoring, EASA planning/development activities, and periodic check-ins and problem solving as needed.
- (h)** Within and in addition to the phases described above, the following elements are part of the successful delivery of the EASA model and implementation of the EASA program:
- i.** Rapid access to psychiatric and counseling services;
 - ii.** Education about causes, treatment, and management of psychosis and explanations about potential causes for the onset of symptoms;
 - iii.** Coaching on rights regarding access to employment, school, housing, and additional resources;
 - iv.** Single family psycho-education and multi-family groups;
 - v.** Support for vocational education and independent living goals consistent with IPS framework;
 - vi.** Access to licensed medical psychiatric care, health related nursing care, mental health treatment, case management, supported education and employment, peer support for young adult and family, and occupational therapy or skill development;
 - vii.** Provision of substance use disorder treatment within the team
 - viii.** Peer support (peers having lived experience with psychosis preferred regardless of age), participatory decision-making, and meaningful young adult engagement in program, community, and leadership activities as an EASA program component, and;
 - ix.** Community-education.
- (i)** Setting(s) for Service Delivery: Determined by the needs and goals of the Individual and their circumstances.
- (j)** Recommended Staff and Staff Training: EASA team members include licensed medical providers (LMP's), nurses, staff trained in case management and care coordination, staff qualified to provide occupational therapy and associated skill training, mental health therapists, mental health screeners, peer support specialists, supported education and employment specialists.

(k) EASA services and supports must be provided by staff that enable the team/provider to meet or pursue fidelity standards located at <http://www.easacommunity.org>. If County lacks qualified providers to deliver EASA services and supports, a plan to adjust the model will be developed with the EASA Center for Excellence staff and OHA.

(l) **(Additional Licensing or Certification Requirements):**

The assessment for EASA Services and supports must be provided by Providers that meet fidelity standards, located at <http://www.easacommunity.org/PDF/Practice%20Guidelines%202013.pdf>. If County lacks qualified Providers to deliver EASA Services and supports, County shall implement a plan, in consultation with OHA, to develop a qualified Provider network for Individuals to access EASA Services.

EASA-specific training requirements and opportunities are listed on the EASA Center for Excellence website: <http://www.easacommunity.org>.

(m) Staff working in the programs must have training in suicide prevention and intervention strategies and Trauma Informed Care and be provided with ongoing maintenance of the skills and practice associated with these approaches.

(3) **Special Reporting Requirements** (exceeding Section 4, MHS 26)

Forms are located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

Counties providing EASA Services shall submit data quarterly, directly into the Oregon Health & Science University (OHSU) EASA RedCap Data System. Instructions for data entry into RedCap are located at <https://www.easacommunity.org/resources-for-professionals.php> and individual provider entry is located at <https://octri.ohsu.edu/redcap/>. Quarterly data shall be submitted no later than 45 calendar days following the end of each subject quarter for which financial assistance is awarded through this Agreement.

Data collected through RedCap will reflect outreach, referral, intake and outcome-based measures. The outcome measures will be determined based on fidelity guidelines as stated above and best practices for First Episode of Psychosis treatment.

(4) **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Section 5, MHS 26)

None.

2. Service Name: **RESIDENTIAL TREATMENT SERVICES**

Service ID Code: **MHS 28**

Specialized Service: **SECURE RESIDENTIAL TREATMENT FACILITY**

Exhibit B-2 Code: **28A**

a. Service Description and Performance Requirements (exceeding Exhibit B-1, MHS 28)

- (1) Funds awarded for MHS 28 Services that are identified in Exhibit C, “Financial Assistance Award,” as subject to this Specialized Service Requirement, may only be expended on MHS 28 Services that are delivered in Secure Residential Treatment Facilities (SRTF) (as defined in OAR 309-035-0105(60)) to Individuals discharged from state psychiatric hospitals or local acute psychiatric programs who have behaviors that are eminently harmful to themselves or others. In addition to the Services otherwise described in the MHS 28 Service Description, MHS 28 Services delivered with funds provided through this Agreement and subject to this Specialized Service Requirement include the following:
 - (a) A Class 1 facility (as described in OAR 309-033-0520 (3)) is approved to:
 - i. Be locked to prevent a person from leaving the facility;
 - ii. Use seclusion and restraint; and
 - iii. Involuntarily administer psychiatric medication.
 - (b) A Class 2 facility (as described in OAR 309-033-0520 (4)) is approved to be locked to prevent a person from leaving the facility.
- (2) Providers of MHS 28 Services delivered with funds provided through this Agreement that are subject to this Specialized Service Requirement shall:
 - (1) Comply with OAR 309-035-0100 through OAR 309-035-0225V, as such rules may be revised from time to time;
 - (2) Deliver the Services in a facility that is residential in nature and as homelike as possible but whose buildings and grounds are locked to prevent free egress by Individuals receiving Services at the facility, in compliance with Building Code and Uniform Fire Code provisions; and
 - (3) Deliver the Services in a facility staffed with a combination of on-site Qualified Mental Health Professionals (as defined in OAR 309-039-0510(10)), Qualified Mental Health Associates (as defined in OAR 309-039-0510(9)), and other staff sufficient to meet the security, behavioral, recreational, and mental health needs of Individuals, as identified in their service plans, on a 24-hour basis.

b. Reporting Requirements (exceeding Exhibit B-1, MHS 28)

Providers of MHS 28 Services delivered with funds provided under this Agreement that are subject to this Specialized Service Requirement shall provide data related to the assessment of outcomes of such Services, as such data may be reasonably requested by OHA.

c. Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures (exceeding Exhibit B-1, MHS 28)

None.

3. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
 Service ID Code: **MHS 35**
- Specialized Service: **GERO-SPECIALIST**
 Exhibit B-2 Code: **35A**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35) Specialized Service requirement (MHS 35A) are mental health services delivered directly or indirectly to older or disabled adults with mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

The funds awarded for MHS 35A Services may only be expended on community based direct and indirect care services for older or disabled adults with mental illness who are determined eligible. Such direct services include, but are not limited to, medication management, quarterly interagency staffing, follow-up services after treatment in local or state inpatient psychiatric hospitals, and screenings and referrals. Indirect care services include, but are not limited to, consultation, assistance working with multiple systems, case coordination, planning, supporting interagency collaboration, and education and training to agencies and caregivers who provide services that may affect older and disabled adults with mental illness.

If indirect care services, as described above, are delivered with MHS 35A funds provided through this Agreement, those services must be available to all relevant agencies and caregivers in the geographic area served by the CMHP and must be coordinated to include, but not limited to, Aging and People with Disabilities (APD), Department of Human Services (DHS)'s Aging and Disabilities Resource Connection, DHS's Adult Protective Services, CCOs, CMHPs, Acute care hospitals, Oregon State Hospital, caregivers, community partners, family members, and any other appropriate participants in client care.

All MHS 35A Services delivered with funds provided through this Agreement for direct care services must either be supervised or delivered by a Qualified Mental Health Professional, as defined in OAR 309-039-0510 (10), and in compliance with Standards for Adult Mental Health Services, as such rules may be revised from time to time. Qualified Mental Health Professionals and any designated Qualified Mental Health Associates, as defined in OAR 309-039-0510 (9), delivering such services must have a background with the older and disabled adult population or be participating in relevant training programs to acquire such knowledge.

Providers of MHS 35 Services delivered with funds provided through this Agreement that are subject to this Specialized Service requirement shall provide the following:

- (1) Regular access to a psychiatrist or nurse practitioner for case and medication review for Individuals receiving direct care MHS 35 Services;
- (2) Regular participation in interdisciplinary team meetings with APD staff or contractors serving Individuals receiving direct care MHS 35 Services;
- (3) Discharge assistance (from in-patient psychiatric hospitals) and provide or arrange for short term follow-up services for Individuals receiving MHS 35 Services;
- (4) Be available to County crisis team and DHS's Adult Protective Services for consultation on geriatric cases;

- (5) Regular collaboration with APD, DHS's Aging and Disabilities Resource Connection, CMHPs, CCO's and CCO ICC Teams, Acute care hospitals, Oregon State Hospital, living facilities, families, and others as appropriate;
- (6) Indirect services shall include, but not be limited to, prevention, planning, coordination, education, and assistance with urgent placement services;
- (7) Oversight, support, and inter-agency coordination and collaboration for substance abuse treatment and prevention with older and disabled adults; and
- (8) Have the experience, knowledge, and authority to effect change, make recommendations, and communicate to leadership.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

4. Service Name: **OLDER OR DISABLED ADULT MENTAL HEALTH SERVICES**
Service ID Code: **MHS 35**
Specialized Service: **APD RESIDENTIAL**
Exhibit B-2 Code: **35B**

a. **Service Description** (exceeding Exhibit B-1, MHS 35)

Older or Disabled Adult Mental Health Services (MHS 35 Services) Specialized Service requirements (MHS 35B Services) are residential services delivered directly or indirectly to Individuals with serious and persistent mental illness.

b. **Performance Requirements** (exceeding Exhibit B-1, MHS 35)

Providers of MHS 35B Services delivered with funds provided through this Agreement shall, with respect to each Individual receiving MHS 35B Services, enter into and maintain a written agreement with DHS's Aging and People with Disabilities (APD) Program that addresses: approval of APD or its designee for the placement; the services to be provided by each entity; an annual review of treatments and services provided; and the appropriateness of the placement. In addition, an annual referral for APD eligibility is required, or earlier if there is a significant change in the Individual's physical status.

The funds awarded for MHS 35B Services may only be expended on residential services for older and disabled adults with serious and persistent mental illness, who are determined not eligible for services under the Older Americans Act of 1965 as amended, yet would benefit from residential services from APD and meet service need eligibility for Medicaid financed residential services under OAR 411-015-0000 through 411-015-0100 and are residing in a facility whose operator is licensed by APD and has contracted with APD to deliver residential services to specified Individuals.

c. **Special Reporting Requirements** (exceeding Exhibit B-1, MHS 35)

None

d. **Financial Assistance Calculation, Disbursement, and Agreement Settlement Procedures** (exceeding Exhibit B-1, MHS 35)

None

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT C
FINANCIAL ASSISTANCE AWARD**

MOD#: _____

CONTRACT#: _____ CONTRACTOR: _____

INPUT CHECKED BY: _____ DATE CHECKED: _____

COLUMN HEADERS:

<u>SE#</u>	<u>FUND</u>	<u>PROJ CODE</u>	<u>CPMS</u>	<u>PROVIDER</u>	<u>EFFECTIVE DATES</u>
<u>SLOT CHANGE / TYPE</u>	<u>RATE</u>	<u>OPERATING DOLLARS</u>	<u>STARTUP DOLLARS</u>	<u>PART ABC</u>	<u>PART IV</u>
<u>PAAF CD</u>	<u>BASE</u>	<u>CLIENT CODE</u>	<u>SP#</u>		

MODIFICATION INPUT REVIEW REPORT

MOD#: A0030

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2022													
BASEAD CLACKAMAS CO.													
63	STD	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$271,600.00	\$0.00	A	1	Y		
TOTAL FOR SE# 63							\$271,600.00	\$0.00					
IDPF CLACKAMAS CO.													
65	424	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$5,000.00	\$0.00	C	1	Y		1
TOTAL FOR SE# 65							\$5,000.00	\$0.00					
BASEAD CLACKAMAS CO.													
66	520	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$468,783.10	\$0.00	A	1	Y		2
DETOX CLACKAMAS CO.													
66	520	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$22,811.50	\$0.00	A	1	Y		3
DETOX CLACKAMAS CO.													
66	SDX	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$9,734.50	\$0.00	A	1	Y		3
BASEAD CLACKAMAS CO.													
66	STD	-0-		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$548,816.96	\$0.00	A	1	Y		2
TOTAL FOR SE# 66							\$1,050,146.06	\$0.00					
TOTAL FOR 2022							\$1,326,746.06	\$0.00					
TOTAL FOR A0030 173129							\$1,326,746.06	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 11/15/2021

Contract#: 173129
REF#: 000

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2021-2023 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2022 calendar year, at the level proposed for the 2021 calendar year or higher (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- A0030 1 These funds are for A&D 65 Services to be invoiced from 1/1/2022 to 12/31/2022.
- A0030 2 These funds must result in the delivery of A&D 66 Services to a minimum of 484 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 484 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$1200 per individual.
- A0030 3 A) These funds must result in the delivery of A&D 66 Services to a minimum of 9 unduplicated individuals receiving outpatient Services and enrolled in the MOTS system on or after January 1, 2022. Up to 20% of 9 can be provided as Prevention, Education, and Outreach to non-enrolled individuals. Cases without evidence of treatment engagement in the clinical record do not count toward the service delivery requirement, except as listed above for Prevention, Education, and Outreach. Report of Prevention, Education, and Outreach must be submitted annually on the form located at <https://www.oregon.gov/OHA/HSD/AMH/Pages/federal-reporting.aspx> Under delivery of Services subject to this financial assistance may result in recovery of funds at the rate of \$3400 per individual. B) These funds are for A&D 66 Detox Services.

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	PROJ	CMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
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CALENDAR YEAR: 2022

1	804	BCIVLM	SYS MGT CO-RENAISSAN	MH801	1/1/2022 - 6/30/2022	0 /NA	\$1,646.03	\$9,876.18	\$0.00	A	1	Y		3
1	804	BCIVLM	SYS MGT CO-TELEC ACT	MH801	1/1/2022 - 6/30/2022	0 /NA	\$0.00	\$5,241.07	\$0.00	A	1	Y		4
1	804	BCIVLM	SYS MGT CO-PORTLAND	MH801	1/1/2022 - 6/30/2022	0 /NA	\$1,080.64	\$6,483.84	\$0.00	A	1	Y		2
1	804	BCIVLM	SYS MGT CO-MOSSY MEA	MH801	1/1/2022 - 6/30/2022	0 /NA	\$0.00	\$6,715.93	\$0.00	A	1	Y		1
TOTAL FOR SE# 1								<u>\$28,317.02</u>	<u>\$0.00</u>					
25	806	BASE	NI CRISIS SERVICES-M	NICRSE	1/1/2022 - 6/30/2022	0 /NA	\$0.00	\$199,562.66	\$0.00	A	1	Y		
TOTAL FOR SE# 25								<u>\$199,562.66</u>	<u>\$0.00</u>					
1	804	BASE	SYSTEM MANAGEMENT AN	MH801	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$447,939.84	\$0.00	A	1	Y		
1	804	BCIVLM	SYS MGT CO-MOSSY MEA	MH801	1/1/2022 - 12/31/2022	0 /NA	\$3,940.57	\$30,359.35	\$0.00	A	1	Y		1
1	804	BPSRM	SYS MGT CO-JOHNSON C	MH801	1/1/2022 - 12/31/2022	0 /NA	\$7,685.42	\$92,345.04	\$0.00	A	1	Y		5
TOTAL FOR SE# 1								<u>\$570,644.23</u>	<u>\$0.00</u>					
4	804	BASE	AID & ASSIST PROJECT	AAP	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$125,038.18	\$0.00	A	1	Y		
TOTAL FOR SE# 4								<u>\$125,038.18</u>	<u>\$0.00</u>					
8	804	CHHS	CRISIS AND ACUTE TRA	BLOCK	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$329,447.96	\$0.00	A	1	Y		
8	804	BASE	CRISIS AND ACUTE TRA	CATS	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$49,972.00	\$0.00	A	1	Y		
TOTAL FOR SE# 8								<u>\$379,419.96</u>	<u>\$0.00</u>					
9	406	BASE	NI JAIL DIVERSION	NIJAIL	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$230,346.44	\$0.00	A	1	Y		
9	804	BASE	JAIL DIVERSION	JAIL	1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$8,222.02	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2022													
TOTAL FOR SE# 9							<u>\$238,568.46</u>	<u>\$0.00</u>					
		BASE	NI MH PROMO AND PREV										
10	411	NIMHPP		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$136,737.32	\$0.00	A	1	Y		
TOTAL FOR SE# 10							<u>\$136,737.32</u>	<u>\$0.00</u>					
		BASE	RENTAL ASSISTANCE										
12	401	RNTAST		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$407,520.00	\$0.00	C	1	Y		
		BASE	RENTAL ASSISTANCE										
12	804	RNTAST		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$264,000.00	\$0.00	A	1	Y		
TOTAL FOR SE# 12							<u>\$671,520.00</u>	<u>\$0.00</u>					
		BASE	INVOICE SERVICES										
17	804	INVOIC		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$461,900.00	\$0.00	C	1	Y		6
TOTAL FOR SE# 17							<u>\$461,900.00</u>	<u>\$0.00</u>					
		CHHS	MH BLOCK GRANT										
20	301	BLOCK		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$600,000.00	\$0.00	A	1	Y		
		BASE	NON-RESIDENTIAL MENT										
20	804	MHNRMH		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$977,650.20	\$0.00	A	1	Y		
TOTAL FOR SE# 20							<u>\$977,650.20</u>	<u>\$0.00</u>					
		BASE	ACUTE AND INTERMEDIA										
24	804	ACUTE		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$186,130.00	\$0.00	A	1	Y		
TOTAL FOR SE# 24							<u>\$186,130.00</u>	<u>\$0.00</u>					
		BASE	MH BLOCK GRANT										
25	301	BLOCK		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$6,808.44	\$0.00	A	1	Y		
		BASE	COMMUNITY CRISIS SER										
25	804	CRISIS		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$1,956,346.22	\$0.00	A	1	Y		
TOTAL FOR SE# 25							<u>\$1,963,151.66</u>	<u>\$0.00</u>					
		BASE	NI EASA SERVICES										
26	411	NIEASA		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$349,275.06	\$0.00	A 26A	1	Y		
TOTAL FOR SE# 26							<u>\$349,275.06</u>	<u>\$0.00</u>					
		BPSREM	PSRB DESIG CLIENT										
30	804	PSRB		1/1/2022 - 12/31/2022	21 /SLT	\$468.27	\$117,248.04	\$0.00	A	1	Y		

MODIFICATION INPUT REVIEW REPORT

MOD#: M0514

CONTRACT#: 173129

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CRMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SE#
CALENDAR YEAR: 2022													
TOTAL FOR SE# 30							<u>\$117,248.04</u>	<u>\$0.00</u>					
BASE		GERO SPECIALISTS											
35	804	GERO		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$248,789.68	\$0.00	A	35A	1	Y	
TOTAL FOR SE# 35							<u>\$248,789.68</u>	<u>\$0.00</u>					
BASE		SUPPORTED EMPLOYMENT											
38	804	SUPEMP		1/1/2022 - 12/31/2022	0 /NA	\$0.00	\$162,496.00	\$0.00	A		1	Y	
TOTAL FOR SE# 38							<u>\$162,496.00</u>	<u>\$0.00</u>					
BCIVLM		SYS MGT CO-RENAISSAN											
1	804	MHS01		7/1/2022 - 12/31/2022	0 /NA	\$1,646.03	\$9,876.18	\$0.00	A		1	Y	3
BCIVLM		SYS MGT CO-TELEC ACT											
1	804	MHS01		7/1/2022 - 12/31/2022	0 /NA	\$0.00	\$8,241.07	\$0.00	A		1	Y	4
BCIVLM		SYS MGT CO-PORTLAND											
1	804	MHS01		7/1/2022 - 12/31/2022	0 /NA	\$1,080.64	\$6,483.84	\$0.00	A		1	Y	2
BCIVLM		SYS MGT CO-MOSSY MEA											
1	804	MHS01		7/1/2022 - 12/31/2022	0 /NA	\$8,940.57	\$28,643.42	\$0.00	A		1	Y	1
TOTAL FOR SE# 1							<u>\$48,244.61</u>	<u>\$0.00</u>					
BASE		NI CRISIS SERVICES-M											
25	806	NICRSE		7/1/2022 - 12/31/2022	0 /NA	\$0.00	\$199,562.66	\$0.00	A		1	Y	
TOTAL FOR SE# 25							<u>\$199,562.66</u>	<u>\$0.00</u>					
TOTAL FOR 2022							<u>\$7,056,255.64</u>	<u>\$0.00</u>					
TOTAL FOR M0514 173129							<u>\$7,056,255.64</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 11/16/2021

Contract#: 173129
REF#: 001

REASON FOR FAAA (for information only):

Payments provided through this Financial Assistance Agreement (FAA) are subject to the 2021-2023 Legislative Approved Budget (LAB) for Oregon Health Authority, as allocated for the 2022 calendar year, at the level proposed for the 2021 calendar year or higher (continuing service level or "CSL"). This FAA may require modification by written amendment to reflect actual changes in funding amounts, or by administrative amendment (memo) provided that such administrative amendment is only used to change fund source coding and not the amount of funding.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0514 1A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for Mossy Meadows RTH.
- M0514 2A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for Portland Avenue RTH.
- M0514 3A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B) These funds are for MHS 1 at Renaissance.
- M0514 4A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If CMHP terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to CMHP financial assistance subject to this special condition. B)

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 11/16/2021

Contract#: 173129
REF#: 001

These funds are for MHS 1 at Telecare ACT.

- M0514 5A) The financial assistance subject to this special condition is awarded for system management and coordination of Services in the Mental Health Services Program Area. If County terminates its obligation to include this Program Area under this Agreement, OHA shall have no obligation, after the termination, to pay or disburse to County financial assistance subject to this special condition.
B) These funds are for MHS 1 at Johnson Creek SRTF.
- M0514 6A) These funds are for MHS 17, which encompasses Invoice Services found in service elements 26, 27, 28, 30, 34 and 36 from 01/01/2022 to 12/31/2022 with Part C. B) For Services delivered to individuals, financial assistance awarded to County shall be disbursed to County and expended by County in accordance with and subject to the residential rate on the date of service delivery based upon the rate schedule found at www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx and incorporated into this Agreement by reference that is effective as of the effective date of this Agreement unless a new rate schedule is subsequently incorporated by amendment. Any expenditure by County in excess of the authorized rates as set forth www.oregon.gov/OHA/HSD/OHP/Pages/Fee-Schedule.aspx may be deemed unallowable and subject to recovery by OHA in accordance with the terms of this Agreement.

EXPLANATION OF FINANCIAL ASSISTANCE AWARD

The Financial Assistance Award set forth above and any Financial Assistance Award amendment must be read in conjunction with this explanation for purposes of understanding the rights and obligations of OHA and County reflected in the Financial Assistance Award.

1. Format and Abbreviations in Financial Assistance Award

- a. Heading.** The heading of the Financial Assistance Award consists of the following information:
- (1) **MOD#** is the alphanumeric Modification code, assigned by the OHA HSD Contract Unit's staff member, for that specific Financial Assistance Award. A MOD# beginning with an M is a mental health modification; a MOD# beginning with an A is a substance use disorder or problem gambling modification.
 - (2) **CONTRACT#** is the unique identification number of the Agreement containing the Financial Assistance Award. This number is assigned by the Office of Contracts & Procurement (OC&P).
 - (3) **CONTRACTOR** is the County or the legal entity named in and for that specific Agreement containing the Financial Assistance Award.
 - (4) **Input Checked** is for OHA's internal use only.
 - (5) **Date Checked** is for OHA's internal use only.
- b. Financial and Service Information.** Each Service awarded funds is listed by Fiscal Year and then by the Service Element number. The amount of financial assistance awarded for each Service and certain other Service information is listed below the Fiscal Year and then by the Service Element number on one or more lines. Financial assistance awarded for a particular Service may not be used to cover the costs of any other Service, except as permitted under Exhibit F, "General Terms and Conditions," section 3.a, of this Agreement. The funds, as set forth on a particular line, will be disbursed in accordance with and are subject to the restrictions set forth on that particular line. The awarded funds, disbursement information and restrictions on a particular line are displayed in a columnar format as follows:
- (1) **Column 1, SE#:** The Service Element number(s) identifies the Service or Service capacity, as applicable, to be delivered under the approved Service Element(s), as set forth on that particular line of the Financial Assistance Award.
 - (2) **Column 2, Fund:** This column identifies the fund number and description of the funding source, according to HSD's financial system, used for payments for this specific line of the Financial Assistance Award. The types of funds are as follows:
 - (a) 301 Mental Health Block Grant (MHBG) – Federal Funds
 - (b) 313 Projects for Assistance in Transition from Homelessness (PATH) - Federal Funds
 - (c) 401 Mental Health Marijuana Tax – Other Funds
 - (d) 402 Cares Act Coronavirus Relief Fund– Federal Funds
 - (e) 406 Tobacco Tax New Investments – Other Funds
 - (f) 411 Tobacco Master Settlement Account – Other Funds

- (g)** 420 Beer and Wine Tax (20%) – Other Funds
- (h)** 421 Beer and Wine Tax (40%) Treatment – Other Funds
- (i)** 424 Intoxicated Driver Program Fund Outpatient – Other Funds
- (j)** 426 Criminal Fines Assessment Prevention – Other Funds
- (k)** 427 Marijuana Tax (20%) – Other Funds
- (l)** 428 Ballot Measure 110 – State Funds
- (m)** 450 Marijuana Tax (40%) – Other Funds
- (n)** 520 Substance Abuse Prevention and Treatment (SAPT) Treatment – Federal Funds
- (o)** 560 State Opioid Response – Federal Funds
- (p)** 708 Temporary Assistance for Needy Families (TANF) Programs – Federal Funds
- (q)** 804 Mental Health – General Funds
- (r)** 806 Mental Health New Investments – General Funds
- (s)** 807 Alcohol and Drug Treatment – General Funds
- (t)** 810 Behavioral Health Planning Grants – General Funds
- (u)** 811 Aid & Assist - General Funds
- (v)** 887 Veterans Behavioral Health Lottery Dollars – Lottery Funds
- (w)** 888 Gambling Treatment – Lottery Funds
- (x)** 908 Temporary Assistance for Needy Families (TANF) Programs – General Fund Match
- (y)** DDX Standard Fund Splits – Uses multiple fund types by percentage
- (z)** SBD Standard Fund Splits – Uses multiple fund types by percentage
- (aa)** SBT Standard Fund Splits – Uses multiple fund types by percentage
- (bb)** SDX Standard Fund Splits – Uses multiple fund types by percentage
- (cc)** STD Standard Fund Splits – Uses multiple fund types by percentage

Additional fund numbers may be added during the term of this Agreement and in the Financial Assistance Award by using an Administrative Memo to Counties via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” section 18., “Notice.” to note the new code number and description.

The fund numbers with source descriptions identifying General Funds or Other Funds as the funding source may actually be paid under a different fund number and source based upon actual funds available at the time of payment. Changes to the Financial Assistance Award to move amounts from one fund source to another fund source but otherwise budget neutral will be processed as an Administrative Adjustment rather than issuing an Amendment to the Financial Assistance Award. The notice of Administrative Adjustment will be sent to the County via email to the contact person listed in Exhibit G, “Standard Terms and Conditions,” Section 18., “Notice.” County shall have 30 calendar days to request OHA replace the

Administrative Adjustment notice with an Amendment to the Financial Assistance Award. If the County does not make such a request, the Financial Assistance Award shall be deemed amended as noted in the Administrative Adjustment and agreed to by both parties.

- (3) **Column 3, Proj Code:** This item is for OHA’s internal use only.
- (4) **Column 4, CPMS:** This item is for OHA’s internal use only.
- (5) **Column 5, Provider:** This is either the Provider’s name or a description for a specific Service as set forth on that particular line of the Financial Assistance Award.
- (6) **Column 6, Effective Dates:** This specifies the time period during which the Service or Service capacity, as applicable, is expected to be delivered utilizing the approved Service funds as set forth on that particular line of the Financial Assistance Award. For purposes of disbursement method “A” (as described in Section (11), “Column 11, Part ABC,” below), these dates also specify the time period during which the approved Service funds will be disbursed to County.
- (7) **Column 7, Slot Change/Type:** This is either the number of slots or number of days of Service or Service capacity, as applicable, OHA anticipates County to deliver during the period specified and utilizing the approved Service funds set forth on that particular line of the Financial Assistance Award. The Service or Service capacity, as applicable, must be delivered in the amounts and over the course of the time period specified on that line of the Financial Assistance Award. This column will be blank, followed by “NA” if the basis of payment set forth in the applicable Service Description is not tied to actual delivery of Services or Service capacity. The Slot Change/Type is the unit of measurement associated with the Effective Dates set forth in column 6. The Slot Change/Type is expressed in three-character designations and have the following meanings:
 - (a) **CSD:** One CSD (or Client Service Day) is one day of Service or Service capacity, as applicable, delivered to one Individual or made available for delivery to one Individual, as applicable.
 - (b) **N/A:** N/A means Slot Change/type is not applicable to the particular line.
 - (c) **SLT:** One SLT (or Slot) is the delivery or capacity to deliver, as applicable, the Service to an Individual during the entire period specified in the corresponding line of the Financial Assistance Award.
- (8) **Column 8, Rate:** This is the cost per day, per month, or per Slot Change/Type measurement for the Service or Service capacity, as applicable, to be delivered utilizing the approved Service funds as set forth on that line of the Financial Assistance Award.
- (9) **Column 9, Operating Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, for delivery of the Service and is OHA’s maximum, not-to-exceed obligation during the time period specified on that particular line, in support of the Services described on that particular line, of the Financial Assistance Award.
- (10) **Column 10, Startup Dollars:** This is the total amount of funds awarded under this Agreement, as amended from time to time, to be used only for one-time expenses incurred in initiating, expanding, or upgrading the specified Service, or for other

special one-time expenses related to the Service. Startup funds may only be spent for the purposes specified in the Special Condition(s) as listed in Column 16, "SP#." Startup funds are to be expended only in accordance with Exhibit K of this Agreement and with startup procedures within the applicable Service Elements.

(11) Column 11, Part ABC: This column indicates the method by which OHA disburses the funds awarded under the Agreement, as amended from time to time. The disbursement method listed in this column, as indicated by the letter A, B, or C, will usually be consistent with the disbursement method set forth in the Service Description for the particular Service Element. The characters A, B and C indicate the following disbursement methods:

- (a)** The letter 'A' indicates OHA will disburse the awarded funds to County in substantially equal monthly allotments during the period set forth in Column 6, "Effective Dates."
- (b)** The letter 'B' indicates OHA will disburse awarded funds under another agreement and are set forth in this Agreement for tracking purposes only.
- (c)** The letter 'C' indicates OHA will disburse the awarded funds in the manner specified in Column 16, "SP#."

If the disbursement method listed in this column is different than the method set forth in the Service Description, the disbursement method listed in this column shall control. This column only indicates the disbursement method to be used should County be entitled to receive funds awarded, which shall be determined in accordance with the basis of payment as set forth in the applicable Service Element. Any disbursements made to County in excess of the funds County is entitled to, as determined in accordance with the applicable basis of payment and through the Agreement Settlement process, will be recovered by OHA in accordance with the terms of this Agreement.

(12) Column 12, Part IV: This is the Specialized Service Requirement Code, if applicable, and corresponds with the Specialized Service Requirement described in Exhibit B-2. If a code appears in this column, the Service must be delivered in accordance with the Specialized Service Requirement when the Service is delivered using approved Service funds, as set forth on that line of the Financial Assistance Award.

(13) Column 13, PAAF CD: This column is the Plan/Amendment Approval Form (PAAF) code, which is the lookup field to title the various sections of the PAAF based on this PAAF code.

(14) Column 14, Base: This is the code used to indicate how the Services being provided, as set forth on that line of the Financial Assistance Award, are to be handled at the end of the respective biennium, as follows:

- (a)** The letter "Y" in this field indicates the Services subject to and modified by this Agreement, hereafter referred to as MOD, as set forth on that line of the Financial Assistance Award may continue into the next biennium. This will be contingent on the Services still being required, at that time and at that level, and upon OHA's funding being continued at the present funding level or higher, through the Legislatively Adopted Budget for that specific biennium.

- (b) The letter “N” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are not continuing into the next biennium.
- (c) The letter “M” in this field indicates the Services being modified in this MOD, as set forth on that line of the Financial Assistance Award, are “maybe” going to continue into the next biennium. This will be determined at the time OHA is preparing the next biennium’s Agreements. This code is typically used for Services paid by Federal Grants.

- (15) **Column 15, Client Code:** This column is used when Service funds, as set forth on that line of the Financial Assistance Award, are for a specific client. The coded client name indicates the approved Service funds may only be expended on the delivery of the specified Service to the specified Individual. If this column is blank, Service funds are not intended for any particular Individual.
- (16) **Column 16, SP#:** This column is for Special Conditions, if any, that must be complied with when providing the Service using approved service funds set forth on that line of the Financial Assistance Award. For certain Services, the Special Conditions specify the rate at which financial assistance will be calculated for delivery of that Service or delivery of capacity for that Service. The Special Conditions are identified by a numeric code. A table or tables listing the Special Conditions by numeric code is included in the Financial Assistance Award.

2. **Format and Abbreviations in Financial Assistance Award Amendments.** The format and abbreviations in a Financial Assistance Award amendment are the same as those used in the initial Financial Assistance Award. If a Financial Assistance Award amendment amends the financial and service information in the Financial Assistance Award, the financial and service information line in the amendment will either amend an existing line in the financial and service information of the Financial Assistance Award or constitute a new line added to the financial and service information of the Financial Assistance Award. A financial and service information line in a Financial Assistance Award amendment (an “Amending Line”) amends an existing line of the Financial Assistance Award (a “Corresponding Line”) if the line in the Financial Assistance Award amendment awards funds for the same Service, specifies the same Child and Adolescent Needs and Strengths (CANS) Name (if applicable), and specifies the same SE# as an existing line (as previously amended, if at all) in the Financial Assistance Award and specifies a date range falling within the Effective Dates specified in that existing line (as previously amended, if at all). If an Amending Line has a positive number in the approved Operating Dollars column, those funds are added to the approved Operating Dollars of the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the approved Operating Dollars column, those funds are subtracted from the approved Operating Dollars of the Corresponding Line for period specified in the Amending Line. If an Amending Line has a positive number in the Slot Change/Type column, those Slots are added to the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. If an Amending Line has a negative number in the Slot Change/Type column, those Slots are subtracted from the Slot Change/Type in the Corresponding Line for the period specified in the Amending Line. All Special Conditions identified in a Corresponding Line apply to funds identified on an Amending Line (unless a Special Condition or portion thereof on an Amending Line specifies a rate). If an Amending Line contains a Special Condition or portion of a Special Condition that specifies a rate, that Special Condition or portion thereof replaces, for the period specified in the Amending Line, any Special Condition or portion thereof in the Corresponding Line that specifies a rate. If a

financial and service information line in a Financial Assistance Award amendment is not an Amending Line, as described above, it is a new line added to the Financial Assistance Award.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT D
PAYMENT, SETTLEMENT, AND CONFIRMATION REQUIREMENTS**

1. OHA provides funding for Services through Part A, B, or C awards. The award type is identified in Exhibit C, “Financial Assistance Award,” on lines in which column “Part ABC,” contains an “A” for Part A award, a “B” for Part B award, and a “C” for Part C award:
 - a. Funds awarded to County or Service Providers are subject to the following:
 - (1) OHA shall not authorize in aggregate, under this “Financial Assistance Calculation and Disbursement” section, financial assistance requested for Services in excess of the contractual Not-to-Exceed amount. “Total aggregate funding” means the total of all funding authorized in Exhibit C, “Financial Assistance Award.” The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Funding received by the County or Service Provider from an Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third-Party Resource (TPR) in support of Individual’s care and Services, in addition to payments received under this financial assistance agreement for the same Service, during the same time period or date of Service for the same Individual, must be returned to OHA unless TPR funding is used to provide additional Service – increase capacity – under the same Service Element for which payment from OHA and TPR was provided.

County must make reasonable efforts to obtain payment first from other resources consistent with OAR 410-120-1280. County is obligated to report to OHA, by email at amhcontract.administrator@dhsoha.state.or.us, any TPR payments received, no later than 30 calendar days following expiration of this Agreement. The following information shall be provided:

 - (a) OHA Contract name and number;
 - (b) Client name and date of birth;
 - (c) Service for which payment was received;
 - (d) Date of service covered by payment;
 - (e) Date of TPR payment received by County or Service Provider; and
 - (e) Amount of payment.
 - (2) County is not entitled to funding in combination with Medicaid funds for the same Service, during the same time period or date of Services for the same Individual;
 - (3) At no time will OHA pay above the Medicaid rate. Additionally, OHA will not pay above the Medicaid rate in accordance with the OHA Mental Health and Developmental Disability Services Medicaid Payment for Rehabilitative Mental Health Services Rule, posted on the HSD PASRR website located at: <https://www.oregon.gov/oha/HSD/AMH/Pages/PASRR.aspx>, as it may be revised from time to time.
 - (4) OHA is not obligated to provide funding for any Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections of this Contract or as required in an applicable Specialized

Service Requirement by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide funding for Services, or termination of County's obligation to include the Program Area in which Services fall.

b. Part A awards:

OHA provides financial assistance for Services through Part A awards for non-Medicaid-eligible Services. County and Service Providers shall maintain compliance with OAR 410-172-0600 through 0860 Medicaid Payment for Behavioral Health, and OAR 943-120-0310 through 0320 Provider Enrollment Services, for Service Elements MHS 01, 08, 09, 10, 12, 13, 15, 16, 20, 24, 25, 26, 27, 28, 31, 34, 36, and A&D 61, 63, 65, 66, and 67.

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for Services provided under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," from funds identified in that line in an amount equal to that line of the Financial Assistance Award during the period specified in that line. The total of OHA funds for all Services delivered under a particular line of Exhibit C, "Financial Assistance Award" containing an "A" in column "Part ABC," shall not exceed the total of awards for Services as specified in that line of the Financial Assistance Award and are subject to the limitations described herein.
- (2) Disbursement of Financial Assistance: Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part A allotments for Services provided under a particular line of the Financial Assistance Award containing an "A" in column "Part ABC," to County in substantially equal monthly allotments during the period specified in that line of the Financial Assistance Award subject to the following:
 - (a) OHA may, upon written request of County, adjust monthly allotments;
 - (b) Upon amendment to the Financial Assistance Award, OHA shall adjust monthly allotments as necessary, to reflect changes in the funds shown for Services provided under that line of the Financial Assistance Award; and,
 - (c) OHA may, after 30 calendar days (unless parties agree otherwise) written notice to County, reduce the monthly allotments based on under-used funding identified through MOTS and other reports in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections or applicable special conditions.

c. Part B awards:

Part B is used for any award or payment that is made outside of the State Financial Management Application (SFMA) payment system. For this Agreement, an example of that type of system is the Medicaid Management Information System (MMIS). Part B Limitation awards are not disbursed or settled under this Agreement, but may be included for budgetary purposes.

- (1) Part B awards are calculated and applied as follows:
 - (a) The provider of Services must be enrolled as a Medicaid Provider and follow the procedures for billing OHA for Medicaid Community Mental Health, or Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services for Medicaid-eligible Individuals through MMIS as

outlined in the Medicaid Professional Billing Instructions Manual, available on the OHA website at:

<https://www.oregon.gov/OHA/HSD/OHP/Pages/webportal.aspx?wp4796=1:100>.

- (b) OHA calculates the rates and then processes claims through OHA's MMIS. Part B Limitation is calculated, and payment is made through MMIS directly to the Service Provider on a fee-for-services (FFS) basis. The FFS rates and additional Medicaid Provider resources are available on the OHA website at: <https://www.oregon.gov/oha/HSD/OHP/Pages/index.aspx>; and
- (c) OHA will provide notice to County in a timely manner if there is a change in rates, which shall be established by OHA's Rate Standardization Committee in its sole discretion. All Medicaid reimbursable service billings shall be in accordance with OHA HSD's Medical Assistance Program Rules as listed in OAR 410-172-0600 through 410-172-0860.

d. Part C awards:

- (1) Part C awards are calculated and applied as follows:

Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Part C funds for Services provided under a particular line of the Financial Assistance Award containing a "C" in column "Part ABC" to County per receipt and approval of a written invoice with required attachments, as specified below, in the monthly allotment during the period specified in that line of the Financial Assistance Award. Invoice and required attachments are due no later than 45 calendar days following the end of the subject month or quarter, and must be submitted to amhcontract.administrator@dhs.oha.state.or.us with the subject line "Invoice, contract # (your contract number), contractor name." Financial assistance provided by OHA shall be subject to the limitations described in this Agreement.

- (a) For Services to Medicaid-eligible Individuals for whom the Services provided are not covered under Medicaid but are medically appropriate, County shall attach a copy of the Plan of Care (POC) and Coordinated Care Organization (CCO) refusal of payments for the item or Service. OHA will provide funding at the Medicaid Fee Schedule rate. At no time will OHA provide funding above the Medicaid Fee Schedule rate for Services.
- (b) For Services to non-Medicaid-eligible Individuals, County shall attach a copy of the bill or receipt, for the item or Service, to a combined monthly invoice, itemized by Individual. Part C funding for Psychiatric Security Review Board (PSRB) non-medically approved Services are only for the time period shown and do not carry forward into following years' allotments.

e. Start-Up awards:

- (1) Calculation of Financial Assistance: OHA will provide financial assistance for A&D 60 and MHS 37 Services from funds identified in a particular line of Exhibit C, "Financial Assistance Award," in an amount equal to the amount requested on the Start-Up form submitted by County, subject to the requirements of Exhibit K, "Start-Up Procedures." The total OHA financial assistance for all A&D 60 and MHS 37 activities described herein under a particular line of the Financial

Assistance Award shall not exceed the total funds awarded for A&D 60 and MHS 37 as specified in that line of the Financial Assistance Award.

(2) **Disbursement of Financial Assistance:**

- (a) Unless a different disbursement method is specified in that line of Exhibit C, "Financial Assistance Award," OHA will disburse the Start-Up funds awarded for A&D 60 and MHS 37 in a particular line of the Financial Assistance Award after OHA's receipt, review, and approval of County's properly completed "Start-Up Request & Expenditure Report," as described in and in accordance with Exhibit L, "Start-Up Procedures."
- (b) After execution of the Agreement or any amendment(s) for Start-Up disbursements, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.

f. **Settlement and Confirmation of Performance Requirements:**

OHA uses either Settlement or Confirmation of Performance requirements at the end of each contracting period. The specific requirement will be listed in each individual Service Description.

(1) **Agreement Settlement:**

- (a) Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Services under a particular line of Exhibit C, "Financial Assistance Award," containing an "A" in column "Part ABC," and amounts due for such Services based on the rate set forth in the special condition identified in that line of the Financial Assistance Award. For purposes of this section, amounts due to County are determined by the actual amount of Services delivered under that line of the Financial Assistance Award, as properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections of the Agreement or as required in an applicable Specialized Service Requirement, and subject to the terms and limitations in this Agreement.

The settlement process will not apply to funds awarded for an approved reserved service capacity payment.

(b) **Agreement Settlement for Start-Up Services:**

Agreement Settlement will be used to reconcile any discrepancies that may have occurred during the term of this Agreement between actual OHA disbursements of funds awarded for Start-Up and amounts due for Services based on actual allowable expenditures incurred in accordance with the Service Description and Exhibit L, "Start-Up Procedures."

County shall submit all Start-Up Request and Expenditure Reports at the level of detail prescribed by OHA. Any reports not submitted by 45 calendar days after the expiration or termination date of this Agreement, whichever is earlier, shall not be accepted nor any funds owed by OHA.

(2) **Confirmation of Performance and Reporting Requirements:**

County shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting

Requirements” sections, the qualifying Services to which these Services can be attributed, how funds awarded were utilized consistent with the terms and limitations herein to meet the performance requirements of the Service Description, and that County shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Contract Administrator for the Program under which these Services falls and subject to the terms and limitations in this Agreement.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
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**EXHIBIT E
SPECIAL TERMS AND CONDITIONS**

1. **County Expenditures on Addiction Treatment, Recovery, & Prevention Services.** In accordance with ORS 430.345 to 430.380 (the “Mental Health Alcoholism and Drug Services Account”), County shall maintain its 2019-2020 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for fiscal year 2018-2019. Furthermore, and in accordance with the Mental Health Alcoholism and Drug Services Account, County shall maintain its 2022 financial contribution to alcohol and other drug treatment and prevention services at an amount not less than that for calendar year 2021. OHA may waive all or part of the financial contribution requirement in consideration of severe financial hardship or any other grounds permitted by law.
2. **Limitations on use of Financial Assistance Awarded for Addiction Treatment, Recovery, & Prevention Services.** Financial assistance awarded under this Agreement for Addiction Treatment, Recovery, & Prevention Services (as reflected in the Financial Assistance Award), may not be used to:
 - a. Provide inpatient hospital services;
 - b. Make cash payments to intended recipients of health services;
 - c. Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - d. Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are Federal Funds under this Agreement or otherwise); or
 - e. Carry out any program prohibited by section 256(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which specifically prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
3. County shall maintain separate fund balances for the Community Mental Health Services, Addiction Treatment, Recovery, & Prevention Services, and Problem Gambling Services.
4. **County Investigating and Reporting Allegations of Abuse for Mental Health Services.** County shall investigate and report all allegations of abuse regarding served Individuals and provide protective services to those Individuals to prevent further abuse. The investigation, reporting and protective services must be completed in compliance with ORS 430.735 through 430.765 and OAR 407-045-0120 through 407-045-0955, as such statutes and rules may be revised from time to time.
5. **Trauma Informed Services** also referred to as **Trauma Informed Care (TIC)**. CMHP shall comply with OAR 309-019-0105(118) as it relates to TIC. Providing any OHA Services, CMHP will have a TIC plan and TIC will appear as a core principle in CMHP policies, mission statement, and written program and service information, in accordance with OHA Trauma Informed Care

(TIC) Policy located at <https://www.oregon.gov/oha/amh/trauma-policy/Trauma%20Policy.pdf>. CMHP will initiate and complete an agency self-assessment and have a quality assurance structure/process to further develop and sustain TIC.

6. **Promotion, Prevention, Early Identification, and Intervention.** Within available funds, CMHP will focus on promotion, prevention and early identification and intervention of conditions that lead to behavioral and mental health conditions in the array of interventions supported by CMHP services. This focus will lead to improved outcomes and enhanced healthcare experiences for Individuals as well as reduce overall expenditures.
7. **Clinical Interventions and Support Services** provided to any Individual enrolled in the Oregon Health Plan (OHP) who is covered for these Services and for which the CCO or Medical Assistance Programs (MAP) pays for these Services are not eligible for Services. The OHP benefit package includes many of the Services provided under this Agreement. The intent is not to duplicate OHP but rather augment the package of Services.
8. **Performance Standards and Quality Measures.** County shall comply with the following:
 - a. A Provider delivering Services with funds provided through this Agreement may not use funds to deliver covered Services to any Individual known to be enrolled in the Oregon Health Plan.
 - b. The quality of Services supported with funds provided through this Agreement will be measured in accordance with the criteria set forth below. The criteria are applied on a countywide basis each calendar quarter (or portion thereof) during the period for which the funds are awarded. County shall develop and implement quality assurance and quality improvement processes to progressively improve, as measured by the criteria set forth below, the quality of Services provided under this Agreement. OHA may provide performance incentive funds to some or all of these standards and measures. OHA may recommend additional actions to improve quality.
 - (1) **Access:** Access is measured by OHA as the percentage of county residents, as estimated by an OHA approved survey to determine treatment need, who are enrolled in Services with the exception of prevention and promotion. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (2) **Treatment Service Initiation:** Treatment service initiation is measured as the percentage of Individuals served within 14 calendar days of the original assessment, also known as the index date. The index date is a start date with no Services in the prior 60 calendar days. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, and Prevention, and Problem Gambling Services.
 - (3) **Treatment Service Retention:** Treatment service retention is measured as the percentage of Individuals engaged in and receiving Services (excluding prevention and promotion) with funds provided through this Agreement who are actively engaged in Services for 90 calendar days or more. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (4) **Reduced Use:** Reduced use is measured as the percentage of Individuals engaged in and receiving Addiction Treatment, Recovery, & Prevention Services with funds provided through this Agreement who reduce their use of alcohol or other drugs during treatment/Services, as reported in MOTS.

- (5) **Facility-Based Care Follow-Up:** Facility-based care follow-up is measured by the percentage of Individuals with a follow-up visit within 7 calendar days after hospitalization for mental illness or any facility-based Service defined as residential. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (6) **Hospital and Facility-Based Readmission Rates:** Hospital and facility-based readmission rates are measured as a percentage of the number of Individuals returning to the same or higher levels of care within 30 and 180 calendar days divided by the total number of discharges. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (7) **Parent-Child Reunification:** Parent-child reunification is measured as a percentage by dividing the number of parents reunited with a child (or multiple children) by the total number of parents served who had children in an out-of-home placement or foster care due to child welfare involvement. This measure applies to Addiction Treatment, Recovery, & Prevention Services only.
- (8) **Functional Outcomes – Housing Status; Employment Status; School Performance; and Criminal Justice Involvement:** Four functional outcome measures will be monitored by OHA and reported to the County as follows:
 - (a) **Housing Status:** This measure will be monitored and reported when improved housing status is established as a goal of treatment and Services; or when a person is homeless or in a licensed care facility. The measure is expressed as the number of Individuals who improve housing status, as indicated by a change from homelessness or licensed facility-based care to private housing, divided by the total number of Individuals with a goal to improve housing. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (b) **Supported Housing:** This measure is to count integrated housing for Individuals with Serious and Persistent Mental Illness (SPMI). The measure will be calculated based on the Individuals receiving rental assistance through the Rental Assistance Program and through the identification of Supported Housing in the community.
 - (c) **Employment Status:** This measure will be monitored and reported when employment is a goal of treatment and Services. This measure is expressed as the number of Individuals who become employed, as indicated by a change in employment status, divided by the total number of Individuals with a goal of becoming employed. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
 - (d) **School Performance:** This measure will be monitored and reported when improved school attendance is a goal of treatment and Services. The measure is expressed as the number of Individuals who improve attendance in school while in active treatment, divided by the total number of Individuals with a goal of improved attendance. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.

- (e) **Criminal Justice Involvement:** This measure will be monitored by OHA for Individuals referred by the justice system. The measure is expressed as the number of Individuals who were not arrested after an episode of active treatment or two consecutive quarters (whichever comes first), divided by the total number of Individuals referred by the justice system. This measure applies to all program areas; Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services.
- (f) **Oregon State Hospital (OSH) Ready to Transition List (RTT):** All Contractors need to work together to make sure when an Individual is deemed Ready to Transition, they are discharged timely and with the appropriate Services and supports. This measure will be calculated by identifying the length of time from RTT to discharge for Individuals at OSH under civil commitment. This measure applies only to Community Mental Health services.

9. Upon OHA's identification of any deficiencies in the County's performance under this Agreement, including without limitation failure to submit reports as required, failure to expend available funding, or failure to meet performance requirements, County shall prepare and submit to OHA within 30 calendar days a Corrective Action Plan (CAP) to be reviewed and approved by OHA. The CAP shall include, but is not limited to, the following information:
- a. Reason or reasons for the CAP;
 - b. The date the CAP will become effective, with timelines for implementation;
 - c. Planned action already taken to correct the deficiencies, as well as proposed resolutions to address remaining deficits identified, with oversight and monitoring by OHA; and
 - d. Proposed remedies, short of termination, should County not come into compliance within the timeframe set forth in the CAP.

10. **Reporting Requirement for MOTS**

All Individuals receiving Services under Service Element(s) A&D 03, 61, 62, 63, 64, 65, 66, 67, and/or MHS 01, 04, 05, 08, 09, 13, 15, 20, 25, 26, 27, 28, 30, 34, 35, 36, 38, 39 with funds provided through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located, at: <https://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as follows:

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs shall all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor or a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);

- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and /or substance abuse services).
- e. Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhsosha.state.or.us.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT F
GENERAL TERMS AND CONDITIONS**

1. Disbursement and Recovery of Financial Assistance.

- a. Disbursement Generally.** Subject to the conditions precedent set forth below, OHA shall disburse the financial assistance described in the Financial Assistance Award to County in accordance with the procedures set forth below and, as applicable, in the Service Descriptions and the Financial Assistance Award. Disbursement procedures may vary by Service.
- (1) Disbursement of Financial Assistance Awarded for Services in Financial Assistance Award.** As set forth in the Service Description for a particular Service, OHA will generally disburse financial assistance that is described in the Financial Assistance Award to County in monthly allotments in advance of actual delivery of the Service.
- (2) Disbursements Remain Subject to Recovery.** All disbursements of financial assistance under this Agreement, including disbursements made directly to Providers, remain subject to recovery from County, in accordance with Recovery of Financial Assistance section below.
- b. Conditions Precedent to Disbursement.** OHA’s obligation to disburse financial assistance to County under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
- (1)** No County default, as described in Section 6 of Exhibit G, “Standard Terms and Conditions,” has occurred.
- (2)** County’s representations and warranties, as set forth in Section 4 of Exhibit G, “Standard Terms and Conditions,” are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- c. Recovery of Financial Assistance.**
- (1) Notice of Underexpenditure, Overexpenditure.** If OHA believes there has been an Underexpenditure or Overexpenditure (as defined in Exhibit A “Definitions”) of moneys disbursed under this Agreement, OHA shall provide County with written notice thereof, with a detailed spreadsheet providing supporting data of an under or over expenditure, and OHA and County shall engage in the process described in the Recovery of Underexpenditure or Overexpenditure section below. If OHA believes there has been a Misexpenditure (as defined in Exhibit A “Definitions”) of moneys disbursed to County under this Agreement, OHA shall provide County with written notice thereof and OHA and County shall engage in the process described in Recovery of Misexpenditures section below.

(2) **Recovery of Underexpenditure or Overexpenditure.**

- (a) **County's Response.** County shall have 90 calendar days from the effective date of the notice of Underexpenditure or Overexpenditure or from the date of receipt of the notice, whichever is later, to pay OHA in full or notify OHA that it wishes to engage in the appeals process set forth in the Appeals Process section below. If County fails to respond within that 90 calendar-day time period, County shall promptly pay the noticed Underexpenditure or Overexpenditure.
- (b) **Appeals Process.** Upon receipt of the final notice, if County notifies OHA that it wishes to engage in the Appeals Process, County and OHA shall engage in non-binding discussions to give the County an opportunity to present reasons why it believes that there was no Underexpenditure or Overexpenditure, or that the amount of the Underexpenditure or Overexpenditure was different than the amount identified by OHA, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of an Underexpenditure or Overexpenditure. At County request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of an Underexpenditure or Overexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payment section below. If OHA and County are unable to agree to whether there has been an Underexpenditure or Overexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration. If both parties are unable to agree to further dispute resolution, the parties shall proceed according to the procedures described in the Recovery from Future Payments section below.
- (c) **Recovery from Future Payments.** To the extent that OHA is entitled to recover an Underexpenditure or Overexpenditure pursuant to this Recovery of Underexpenditure or Overexpenditure section, OHA may recover the Underexpenditure or Overexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Underexpenditure or Overexpenditure from amounts owed County by OHA as set forth in this Section and shall identify the amounts, which OHA intends to offset, (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice in which to request the deduction be made from other amounts owed to County by OHA and

identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Underexpenditure or Overexpenditure, OHA may select the particular agreements, between OHA and County, and amounts from which it will recover the Underexpenditure or Overexpenditure, after providing notice to the County and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County, shall OHA deduct from any one payment due to County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Underexpenditure or Overexpenditure.

(3) Recovery of Misexpenditure.

- (a)** If OHA believes there has been a Misexpenditure (as defined in Exhibit A "Definitions") of money disbursed to County under this Agreement, OHA shall provide to County a written notice of recovery, with a detailed spreadsheet providing supporting data of the Misexpenditure attached, and OHA and County shall engage in the process described in the Appeal Process section below.
- (b) County's Response.** From the effective date of the Misexpenditure notice or from the date of receipt of notice, whichever is later, County shall have the lesser of 60 calendar days; or if a Misexpenditure relates to a federal government request for reimbursement, 30 calendar days fewer than the number of days (if any) OHA has to appeal a final written decision from the federal government, to either:
 - i.** Make a payment to OHA in the full amount of the Misexpenditure as identified by OHA in the notice; or
 - ii.** Notify OHA that County wishes to repay the amount of the Misexpenditure, as identified by OHA in the notice, from future payments pursuant to the Recovery from Future Payments section below; or
 - iii.** Notify OHA that it wishes to engage in the applicable appeal process, as set forth in the Appeal Process section below.

If County fails to respond within the time required by this Section, OHA may recover the amount of the Misexpenditure identified in the notice from future payments as set forth in Recovery from Future Payment section below.

- (c) **Appeal Process.** If County notifies OHA that it wishes to engage in an appeal process with respect to a notice of Misexpenditure from OHA, the parties shall comply with the following procedures, as applicable:
- i. **Appeal from OHA-Identified Misexpenditure.** If OHA’s notice of Misexpenditure is based on a Misexpenditure solely of the type described in Section 20(b) or (c) of Exhibit A, “Definitions,” County and OHA shall engage in the process described in this Appeal Process section to resolve a dispute regarding the notice of Misexpenditure. First, County and OHA shall engage in non-binding discussions, to give the County an opportunity to present reasons why it believes that there is, in fact, no Misexpenditure or that the amount of the Misexpenditure is different than the amount identified by OHA in the notice, and to give OHA the opportunity to reconsider its notice. County and OHA may negotiate an appropriate apportionment of responsibility for the repayment of the Misexpenditure. At County’s request, OHA will meet and negotiate with County in good faith concerning appropriate apportionment of responsibility for repayment of the Misexpenditure. In determining an appropriate apportionment of responsibility, County and OHA may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If OHA and County reach agreement on the amount owed to OHA, County shall promptly repay that amount to OHA by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below. If OHA and County continue to disagree as to whether there has been a Misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to State of Oregon Department of Justice and County Counsel approval, arbitration.
 - ii. **Appeal from Federal-Identified Misexpenditure.**
 - A. If OHA’s notice of Misexpenditure is based on a Misexpenditure of the type described in Section 20(a) of Exhibit A, “Definitions,” and the relevant federal agency provides a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds, and if the disallowance is not based on a federal or state court judgment founded in allegations of Medicaid fraud or abuse, then County may, 30 calendar days prior to the applicable federal appeals deadline, request that OHA appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the process established or adopted by the federal agency. If County so requests that OHA appeal the determination of improper use of federal

funds, federal notice of disallowance or other federal identification of improper use of funds, the amount in controversy shall, at the option of County, be retained by the County or returned to OHA pending the final federal decision resulting from the initial appeal. If the County requests, prior to the deadline set forth above, that OHA appeal, OHA shall appeal the determination of improper use, notice of disallowance or other federal identification of improper use of funds in accordance with the established process and shall pursue the appeal until a decision is issued by the Departmental Grant Appeals Board of the Department of Health and Human Services (the "Grant Appeals Board") pursuant to the process for appeal set forth in 45 C.F.R. Subtitle A, Part 16, or an equivalent decision is issued under the appeal process established or adopted by the federal agency. County and OHA shall cooperate with each other in pursuing the appeal. If the Grant Appeals Board or its equivalent denies the appeal then either County, OHA, or both may, at their discretion, pursue further appeals. Regardless of any further appeals, within 90 calendar days of the date the federal decision resulting from the initial appeal is final, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal) by issuing payment to OHA or by directing OHA to withhold future payments pursuant to Recovery from Future Payments section below. To the extent that County retained any of the amount in controversy while the appeal was pending, the County shall also pay to OHA the interest, if any, charged by the federal government on such amount.

- B.** If the relevant federal agency does not provide a process either by statute or administrative rule to appeal the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds or County does not request that OHA pursue an appeal 30 calendar days prior to the applicable federal appeals deadline, and if OHA does not appeal, within 90 calendar days of the date the federal determination of improper use of federal funds, the federal notice of disallowance or other federal identification of improper use of funds is final, County shall repay to OHA the amount of the Misexpenditure by issuing a payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.

- C.** If County does not request that OHA pursue an appeal of the determination of improper use of federal funds, the notice of disallowance or other federal identification of improper use of funds 30 calendar days prior to the applicable federal appeals deadline but OHA nevertheless appeals, County shall repay to OHA the amount of the Misexpenditure (reduced, if at all, as a result of the appeal), within 90 calendar days of the date the federal decision resulting from the appeal is final, by issuing payment to OHA or by directing OHA to withhold future payments pursuant to the Recovery from Future Payments section below.
- D.** Notwithstanding County's Response section above, if the Misexpenditure was expressly authorized by OHA rule or an OHA writing that applied when the expenditure was made but was prohibited by federal statutes or regulations that applied when the expenditure was made, County will not be responsible for repaying the amount of the Misexpenditure to OHA, provided that:
- I.** Where post-expenditure official reinterpretation of federal statutes or regulations results in a Misexpenditure, County and OHA will meet and negotiate in good faith an appropriate apportionment of responsibility between them for repayment of the Misexpenditure.
- II.** For purposes of this Section, an OHA writing must interpret this Agreement or OHA rule and be signed by the Director of OHA, the Director of Health Systems Division or the Section Director.
- OHA shall designate an alternate officer in the event the Health Systems Division is abolished. Upon County's request, OHA shall notify County of the names of the individual officers listed above. OHA shall send OHA writings described in this paragraph to County by mail and email and to CMHP directors by email.
- III.** The OHA writing must be in response to a request from County for expenditure authorization or a statement intended to provide official guidance to County or counties generally for making expenditures under this Agreement. The writing must not be contrary to this Agreement or contrary to law or other applicable authority that is clearly established at the time of the OHA writing.

- IV. If the OHA writing is in response to a request from County for expenditure authorization, the County's request must be in writing and signed by the director of a County department with the authority to make such a request or by the County Counsel. It must identify the supporting data, provisions of this Agreement and provisions of applicable law relevant to determining if the expenditure should be authorized.
 - V. An OHA writing expires on the date stated in the writing, or if no expiration date is stated, six years from the date of the writing. An expired OHA writing continues to apply to County expenditures that were made in compliance with the writing and during the term of the writing.
 - VI. OHA may revoke or revise an OHA writing at any time if it determines in its sole discretion that the writing allowed expenditure in violation of this Agreement, law, or any other applicable authority. However, County is not responsible for a misexpenditure that was based on an OHA writing that was effective at the time of the misexpenditure.
 - VII. OHA rule does not authorize an expenditure that this Agreement prohibits.
- (d) **Recovery from Future Payments.** To the extent that OHA is entitled to recover a Misexpenditure pursuant to the Appeal Process section above, OHA may recover the Misexpenditure by offsetting the amount thereof against future amounts owed to County by OHA, including, but not limited to, any amount owed to County by OHA under this Agreement or any amount owed to County by OHA under any other agreement between County and OHA, present or future. OHA shall provide County written notice of its intent to recover the amount of the Misexpenditure from amounts owed County by OHA as set forth in this Section, and shall identify the amounts owed by OHA which OHA intends to offset (including the agreements, if any, under which the amounts owed arose and from those from which OHA wishes to deduct payments). County shall then have 14 calendar days from the date of OHA's notice to request the deduction be made from other amounts owed to County by OHA and identified by County. OHA shall comply with County's request for alternate offset. In the event that OHA and County are unable to agree on which specific amounts, owed to County by OHA, OHA may offset in order to recover the amount of the Misexpenditure, then OHA may select the particular agreements between OHA and County and amounts from which it will recover the amount of the Misexpenditure, after providing notice to the County, and subject to the following limitations: OHA shall first look to amounts owed to County (but unpaid) under this Agreement. If that amount is insufficient, then OHA may look to any other amounts currently owing or owed in the future to County by OHA. In no case, without the prior consent of County,

shall OHA deduct from any one payment due County under the agreement from which OHA is offsetting funds an amount in excess of twenty-five percent (25%) of that payment. OHA may look to as many future payments as necessary in order to fully recover the amount of the Misexpenditure.

(4) Additional Provisions related to parties' rights and obligations with respect to Underexpenditures, Overexpenditures and Misexpenditures.

- (a) County shall cooperate with OHA in the Agreement Settlement process.
- (b) OHA's right to recover Underexpenditures, Overexpenditures and Misexpenditures from County under this Agreement is not subject to or conditioned upon County's recovery of any money from any other entity.
- (c) If the exercise of OHA's right to offset under this provision requires the County to complete a re-budgeting process, nothing in this provision shall be construed to prevent the County from fully complying with its budgeting procedures and obligations, or from implementing decisions resulting from those procedures and obligations.
- (d) Nothing in this provision shall be construed as a requirement or agreement by the County to negotiate and execute any future contract with OHA.
- (e) Nothing in this Section shall be construed as a waiver by either party of any process or remedy that might otherwise be available.

2. Use of Financial Assistance. County shall use the financial assistance disbursed to County under this Agreement solely to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services during the term of this Agreement.

3. Award Adjustments

- a. County may use funds awarded in a Program Area to cover actual Allowable Costs reasonably and necessarily incurred to deliver Services in that Program Area, from the Effective Date of this Agreement through the termination or expiration of this Agreement. In addition to the financial assistance provided to County under this Agreement expressly for those Services, up to 10 percent of the aggregate financial assistance awarded to County at the time the use occurs (as such award is reflected in the Financial Assistance Award without giving effect to any prior adjustments under this Award Adjustments section and other than from Federal Funds) County may use funds for other Services in that Program Area (other than financial assistance provided to County for MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 26, MHS 27, MHS 28, MHS 37, A&D 60, A&D 61, A&D 62, A&D 65, A&D 80, A&D 81, A&D 82, A&D 83 and A&D 84, which are not subject to this 10 percent use adjustment). If County uses financial assistance described in the Financial Assistance Award in reliance on this Award Adjustments section, County shall promptly notify in writing of such use.
- b. Financial assistance disbursed to County under this Agreement that County would be entitled to retain if used prior to the termination or expiration of this Agreement (as calculated in accordance with the methodologies set forth in the applicable Service Descriptions), may be retained by County even if not used prior to the termination or expiration of this Agreement provided that other provisions of this Agreement do not require the financial assistance to be used by County prior to termination or expiration of this Agreement and provided further that County uses the financial assistance solely to deliver future Services for the purpose it was originally awarded.

4. Amendments Proposed by OHA.

- a. Amendments of Financial Assistance Award.** County shall review all proposed amendments to the Financial Assistance Award prepared and presented to County by OHA in accordance with this Section. Amendments to the Financial Assistance Award will be presented to County in electronic form. OHA may withdraw a proposed amendment by and effective upon written notice to County. If not sooner accepted or rejected by County, or withdrawn by OHA, a proposed amendment shall be deemed rejected by County 60 calendar days after County's receipt thereof and OHA's offer to amend the Financial Assistance Award shall be automatically revoked. If County chooses to accept a proposed amendment presented in electronic form, County shall return the proposed amendment to OHA signed by the County Financial Assistance Administrator. Upon OHA's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), OHA may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award.
- b. Other Amendments.** County shall review all proposed amendments to this Agreement prepared and presented to County by OHA, other than those described in the previous subsection a., promptly after County's receipt thereof. If County does not accept a proposed amendment within 60 calendar days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the offer to amend the Agreement, as set forth in the proposed amendment, shall be automatically revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to OHA signed by a duly authorized County official. Upon OHA's actual physical receipt and signature of a proposed amendment signed by a duly authorized County official but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and this Agreement shall be considered amended as set forth in the accepted amendment. If County returns a proposed amendment altered in any way (other than by signature of a duly authorized County official), OHA may, in its discretion, accept the proposed amendment as altered by County but only if a duly authorized County official has initialed each alteration. A proposed amendment altered by County and returned to OHA shall be considered accepted by OHA on the date OHA initials each alteration and on that date this Agreement shall be considered amended as set forth in the accepted amendment.

- 5. Provider Contracts.** Except when the Service expressly requires the Service or a portion thereof to be delivered by County directly and subject to the Provider Monitoring section below, County may use financial assistance provided under this Agreement for a particular Service to purchase that Service, or a portion thereof, from a third person or entity (a “Provider”) through a contract (a “Provider Contract”). Subject to the Provider Monitoring section below, County may permit a Provider to purchase the Service, or a portion thereof, from another person or entity under a subcontract and such subcontractors shall also be considered Providers for purposes of this Agreement and those subcontracts shall be considered Provider Contracts under this Agreement. County shall not permit any person or entity to be a Provider unless the person or entity holds all licenses, certificates, authorizations, and other approvals required by applicable law to deliver the Service. If County purchases a Service, or portion thereof, from a Provider, the Provider Contract must be in writing, identify for sub-recipients the amount of federal funds included in the Provider Contract, provide the CFDA number, and contain each of the provisions set forth in Exhibit I, “Required Provider Contract Provisions,” in substantially the form set forth therein, in addition to any other provisions that must be included to comply with applicable law, that must be included in a Provider Contract under the terms of this Agreement or that are necessary to implement Service delivery in accordance with the applicable Service Descriptions, Specialized Service Requirements and Special Conditions. County shall maintain an originally executed copy of each Provider Contract at its office and shall furnish a copy of any Provider Contract to OHA upon request.
- 6. Provider Monitoring.** County shall monitor each Provider’s delivery of Services and promptly report to OHA when County identifies a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County. County shall promptly take all necessary action to remedy any identified deficiency on the part of the Provider. County shall also monitor the fiscal performance of each Provider and shall take all lawful management and legal action necessary to pursue this responsibility. In the event of a deficiency in a Provider’s delivery of a Service or in a Provider’s compliance with the Provider Contract between the Provider and County, nothing in this Agreement shall limit or qualify any right or authority OHA has under state or federal law to take action directly against the Provider.
- 7. Alternative Formats and Translation of Written Materials, Interpreter Services.**
In connection with the delivery of Program Element services, County shall make available to Client, without charge, upon the Client’s reasonable request:
- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If County does not have access to such alternate formats, then County can request them from OHA.
 - b. All written materials related to the services provided to the Client in the Client’s language. If County does not have access to such languages, then County can request written materials in the Client’s language from OHA.
 - c. Oral interpretation services related to the services provided to the Client in the Client’s language.
 - d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. County shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client’s who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, “written materials” means materials created by County, in connection with the Service being provided to the requestor. The County may develop its own forms and materials and with such forms and materials the County shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or County, in the prevalent non-English language(s) within the County service area.

- 8. Reporting Requirements.** If County delivers a Service directly, County shall prepare and furnish the following information to OHA when that Service is delivered:
- a. Client, Service, and financial information as specified in the Service Description.
 - b. All additional information and reports that OHA reasonably requests.
- 9. Operation of CMHP.** County shall operate or contract for the operation of a CMHP during the term of this Agreement. If County uses funds provided under this Agreement for a particular Service, County shall include that Service in its CMHP from the date it begins using the funds for that Service until the earlier of: (a) termination or expiration of this Agreement; (b) termination by OHA of OHA’s obligation to provide financial assistance for that Service in accordance with Exhibit G, Termination section; or (c) termination by the County, in accordance with Exhibit G, Termination section, of County’s obligation to include in its CMHP a Program Area that includes that Service.
- 10. OHA Reports.**
- a. To the extent resources are available to OHA to prepare and deliver the information, OHA shall, during the term of this Agreement, provide County with the following reports:
 - (1) Summary reports to County and County’s Providers from MOTS data as reported to OHA under this Agreement; and
 - (2) Monthly reports to County that detail disbursement of financial assistance under the Financial Assistance Award in Exhibit C for the delivery of Services.
 - b. OHA shall prepare and send to each Provider to whom OHA makes direct payments on behalf of County under this Agreement during a calendar year, an IRS Form 1099 for that year specifying the total payments made by OHA to that Provider.
- 11. Technical Assistance.** During the term of this Agreement, OHA shall provide technical assistance to County in the delivery of Services to the extent resources are available to OHA for this purpose. If the provision of technical assistance to the County concerns a Provider, OHA may require, as a condition to providing the assistance, that County take all action with respect to the Provider reasonably necessary to facilitate the technical assistance.
- 12. Payment of Certain Expenses.** If OHA requests that an employee of County or a Provider or a citizen of County attend OHA training or an OHA conference or business meeting and County has obligated itself to reimburse the individual for travel expenses incurred by the individual in attending the training or conference, OHA may pay those travel expenses on behalf of County but only at the rates and in accordance with the reimbursement procedures set forth in the Oregon Accounting Manual (<https://www.oregon.gov/das/Financial/Acctng/Pages/oam.aspx>) under 40.10.00 as of the date the expense was incurred and only to the extent that OHA determines funds are available for such reimbursement.

- 13. Effect of Amendments Reducing Financial Assistance.** If County and OHA amend this Agreement to reduce the amount of financial assistance awarded for a particular Service, County is not required by this Agreement to utilize other County funds to replace the funds no longer received under this Agreement as a result of the amendment and County may, from and after the date of the amendment, reduce the quantity of that Service included in its CMHP commensurate with the amount of the reduction in financial assistance awarded for that Service. Nothing in the preceding sentence shall affect County's obligations under this Agreement with respect to financial assistance actually disbursed by OHA under this Agreement or with respect to Services actually delivered.
- 14. Resolution of Disputes over Additional Financial Assistance Owed County After Termination or Expiration.** If, after termination or expiration of this Agreement, County believes that OHA disbursements of financial assistance under this Agreement for a particular Service are less than the amount of financial assistance that OHA is obligated to provide to County under this Agreement for that Service, as determined in accordance with the applicable financial assistance calculation methodology, County shall provide OHA with written notice thereof. OHA shall have 90 calendar days from the effective date of County's notice to pay County in full or notify County that it wishes to engage in a dispute resolution process. If OHA notifies County that it wishes to engage in a dispute resolution process, County and OHA's Chief Health Systems Officer for the Health Systems Division shall engage in non-binding discussion to give OHA an opportunity to present reasons why it believes that it does not owe County any additional financial assistance or that the amount owed is different than the amount identified by County in its notices, and to give County the opportunity to reconsider its notice. If OHA and County reach agreement on the additional amount owed to County, OHA shall promptly pay that amount to County. If OHA and County continue to disagree as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including, subject to Department of Justice and County Counsel approval, binding arbitration. Nothing in this Section shall preclude the County from raising underpayment concerns at any time prior to termination or expiration of this Agreement under Alternative Dispute Resolution below.
- 15. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 16. Purchase and Disposition of Equipment.**
- a. For purposes of this Section, "Equipment" means tangible, non-expendable personal property having a useful life of more than one year and a net acquisition cost of more than \$5,000 per unit. However, for purposes of information technology equipment, the monetary threshold does not apply (except as provided below for Software and storage devices). Information technology equipment shall be tracked for the mandatory line categories listed below:
- (1) Network;
 - (2) Personal Computer;
 - (3) Printer/Plotter;
 - (4) Server;

- (5) Storage device that will contain client information;
 - (6) Storage device that will not contain client information, when the acquisition cost is \$100 or more; and
 - (7) Software, when the acquisition cost is \$100 or more.
- b.** For any Equipment authorized by OHA for purchase with funds from this Agreement, ownership shall be in the name of the County and County is required to accurately maintain the following Equipment inventory records:
- (1) Description of the Equipment;
 - (2) Serial number;
 - (3) Where Equipment was purchased;
 - (4) Acquisition cost and date; and
 - (5) Location, use, and condition of the Equipment.

County shall provide the Equipment inventory list electronically to the Agreement Administrator at amhcontract.administrator@dhsola.state.or.us no later than 45 calendar days following the end of this Agreement. County shall be responsible to safeguard any Equipment and maintain the Equipment in good repair and condition while in the possession of County or any Providers. County shall depreciate all Equipment, with a value of more than \$5,000, using the straight-line method.

- c.** Upon termination of this Agreement, or any Service thereof, for any reason whatsoever, County shall, upon request by OHA, immediately, or at such later date specified by OHA, tender to OHA any and all Equipment purchased with funds under this Agreement as OHA may require to be returned to the State. At OHA's direction, County may be required to deliver said Equipment to a subsequent contractor for that contractor's use in the delivery of Services formerly provided by County. Upon mutual agreement, in lieu of requiring County to tender the Equipment to OHA or to a subsequent contractor, OHA may require County to pay to OHA the current value of the Equipment. Equipment value will be determined as of the date of Agreement or Service termination.
 - d.** If funds from this Agreement are authorized by OHA to be used as a portion of the purchase price of Equipment, requirements relating to title, maintenance, Equipment inventory reporting and residual value shall be negotiated, and the agreement reflected in a Special Condition authorizing the purchase.
 - e.** Notwithstanding anything herein to the contrary, County shall comply with 45 CFR 75.320, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal grant funds.
- 17.** Nothing in this Agreement shall cause or require County or OHA to act in violation of state or federal constitutions, statutes, regulations, or rules. The parties intend this limitation to apply in addition to any other limitation in this Agreement, including limitations in Disbursement and Recovery of Financial Assistance above.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT G
STANDARD TERMS AND CONDITIONS**

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, rules, regulations and executive orders to the extent they are applicable to the Agreement: (a) OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities, as may be revised, and all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of Community Mental Health Programs, including without limitation, all administrative rules adopted by OHA related to Community Mental Health Programs or related to client rights; (c) all state laws requiring reporting of Client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145, (e) 45 CFR 164 Subpart C, and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) **Due Authorization.** The making and performance by County of this Agreement: (a) have been duly authorized by all necessary action by County; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by County of this Agreement.
 - (3) **Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid, and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade, or profession;
 - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Services; and
 - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
 - (7) **Services.** To the extent Services are performed by County, the delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards, and requirements set forth in the Financial Assistance Award, applicable Service Description, and applicable Specialized Service Requirement.
- b. OHA represents and warrants as follows:
- (1) **Organization and Authority.** OHA has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by OHA of this Agreement: (a) have been duly authorized by all necessary action by OHA; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency; and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
 - (3) **Binding Obligation.** This Agreement has been duly executed and delivered by OHA and constitutes a legal, valid, and binding obligation of OHA, enforceable in

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

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

5. Ownership of Intellectual Property.

- a. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a Provider in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OHA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to: (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property; (2) authorize third parties to exercise the rights set forth in Section 5.a.(1) on OHA's behalf; and (3) sublicense to third parties the rights set forth in Section 5.a.(1).
- b. If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OHA will grant a perpetual, worldwide, non-exclusive, royalty-free, and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- c. County shall include in its Provider Contracts terms and conditions necessary to require that Providers execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

6. County Default. County shall be in default under this Agreement upon the occurrence of any of the following events:

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

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

The delivery of any Service fails to comply with the terms and conditions of this Agreement or fails to meet the standards for Service as set forth herein, including but not limited to, any terms, condition, standards, and requirements set forth in the Financial Assistance Award and applicable Service Description.

- 7. **OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. OHA fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein; or
 - b. Any representation, warranty or statement made by OHA herein or in any documents or reports made in connection herewith or relied upon by County to measure performance by OHA is untrue in any material respect when made.

8. Termination.

- a. **County Termination.** County may terminate this Agreement in its entirety or may terminate its obligation to include a particular Program Area in its CMHP:
 - (1) For its convenience, upon at least three calendar months advance written notice to OHA, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to OHA, if County does not obtain funding, appropriations, and other expenditure authorizations from County's governing body, federal, state, or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 calendar days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.
- b. OHA Termination.** OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services described in the Financial Assistance Award:
- (1) For its convenience, upon at least three calendar months advance written notice to County, with the termination effective as of the first day of the month following the notice period;
 - (2) Upon 45 calendar days advance written notice to County, if OHA does not obtain funding, appropriations, and other expenditure authorizations from federal, state, or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in its entirety or may terminate its obligation to provide financial assistance under this Agreement for one or more particular Services, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 calendar days from the date the action is taken;
 - (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed, or interpreted by the Oregon Legislative Assembly, the federal government, or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide the financial assistance from the funding source it had planned to use;
 - (4) Upon 30 calendar days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 calendar day period or such longer period, if any, as OHA may specify in the notice;
 - (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Provider to deliver a Service described in the Financial Assistance Award is for any reason denied, revoked, suspended, not renewed, or changed in such a way that County or a Provider no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular Service or Services impacted by loss of necessary licensure or certification; or
 - (6) Immediately upon written notice to County, if OHA reasonably determines that County or any of its Providers have endangered or are endangering the health or safety of a Client or others in performing the Services covered in this Agreement.
- c.** OHA and County agree that this Agreement extends to March 31, 2023, but only for the purpose of amendments to adjust the allocated budget (Exhibit C, "Financial Assistance

Award”) for Services performed, or not performed, by County during the 2022 calendar year and prior to January 1, 2023. If there is more than one amendment modifying the Financial Assistance Award, the amendment shall be applied to the Financial Assistance Award in the order in which the amendments are executed by County and OHA. In no event is the County authorized to provide any Services under this Agreement, and County is not required to provide any Services under this Agreement, after December 31, 2022.

9. Effect of Termination.

a. Entire Agreement.

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay or disburse financial assistance to County under this Agreement, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award except: (a) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available from the effective date of this Agreement through the termination date; and (b) with respect to funds described in the Financial Assistance Award, to the extent OHA’s disbursement of financial assistance for a particular Service, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred with respect to delivery of that Service, from the effective date of this Agreement through the termination date.
- (2) Upon termination of this Agreement in its entirety, County shall have no further obligation under this Agreement to operate a CMHP.

b. Individual Program Area or Service.

- (1) Upon termination of OHA’s obligation to provide financial assistance under this Agreement for a particular Service, OHA shall have no further obligation to pay or disburse any financial assistance to County under this Agreement for that Service, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for that Service except: (a) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a rate per unit of service or service capacity basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the first day of the period for which the funds were awarded through the earlier of the termination of OHA’s obligation to provide financial assistance for that Service or the last day of the period for which the funds were awarded; and (b) with respect to funds described in the Financial Assistance Award and if the financial assistance for that Service is calculated on a cost reimbursement basis, to the extent that OHA’s prior disbursement of financial assistance for that Service is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the effective date of this Agreement through the termination of OHA’s obligation to provide financial assistance for that Service.

- (2) Upon termination of OHA's obligation to provide financial assistance under this Agreement for a particular Service, County shall have no further obligation under this Agreement to include that Service in its CMHP.
 - (3) Upon termination of County's obligation to include a Program Area in its CMHP, OHA shall have (a) no further obligation to pay or disburse financial assistance to County under this Agreement for System Management and Coordination – Community Mental Health Services (MHS 01) and System Management and Coordination - Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (A&D 03) in that Program Area whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for local administration of Services in that Program Area; and (b) no further obligation to pay or disburse any financial assistance to County under this Agreement for Services in that Program Area, whether or not OHA has paid or disbursed to County all financial assistance described in the Financial Assistance Award for those Services except: (1) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a rate per unit of service or service capacity basis, is less than the applicable rate multiplied by the number of applicable units of Service or Service capacity of that type performed or made available during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP; and (2) with respect to funds described in the Financial Assistance Award, to the extent OHA's disbursement of financial assistance for a particular Service falling within that Program Area, the financial assistance for which is calculated on a cost reimbursement basis, is less than the cumulative actual Allowable Costs reasonably and necessarily incurred by County with respect to delivery of that Service, during the period from the Effective Date of this Agreement through the termination of County's obligation to include the Program Area, in which that Service falls, in County's CMHP.
 - (4) Upon termination of County's obligation to include a Program Area in its CMHP, County shall have no further obligation under this Agreement to include that Program Area in its CMHP.
- c. Disbursement Limitations.** Notwithstanding subsections (a) and (b) above:
- (1) Under no circumstances will OHA be obligated to provide financial assistance to County for a particular Service in excess of the amount awarded under this Agreement for that Service as set forth in the Financial Assistance Award; and
 - (2) Under no circumstances will OHA be obligated to provide financial assistance to County from funds described in the Financial Assistance Award in an amount greater than the amount due County under the Financial Assistance Award for Services, as determined in accordance with the financial assistance calculation methodologies in the applicable Services Descriptions.
- d. Survival.** Exercise of a termination right set forth in the Termination section of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's right to receive financial assistance to which it is entitled hereunder, as described in subsections a. and b. above and as determined through the Agreement Settlement process, or County's right to invoke the dispute resolution processes under Sections 14 and

15 of Exhibit F. Notwithstanding subsections a. and b. above, exercise of the termination rights in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms, shall not affect County's obligations under this Agreement or OHA's right to enforce this Agreement against County in accordance with its terms, with respect to financial assistance actually disbursed by OHA under this Agreement, or with respect to Services actually delivered. Specifically, but without limiting the generality of the preceding sentence, exercise of a termination right set forth in Section 8 of this Exhibit or expiration of this Agreement in accordance with its terms shall not affect County's representations and warranties, reporting obligations, record-keeping and access obligations, confidentiality obligations, obligation to comply with applicable federal requirements, the restrictions and limitations on County's use of financial assistance actually disbursed by OHA hereunder, County's obligation to cooperate with OHA in the Agreement Settlement process, or OHA's right to recover from County, in accordance with the terms of this Agreement, any financial assistance disbursed by OHA under this Agreement that is identified as an Underexpenditure, Overexpenditure or Misexpenditure. If a termination right set forth in Section 8 of this Exhibit is exercised, both parties shall make reasonable, good faith efforts to minimize unnecessary disruption or other problems associated with the termination.

10. Insurance. County shall require Providers to maintain insurance as set forth in Exhibit J, "Provider Insurance Requirements," which is attached hereto.

11. Records Maintenance; Access and Confidentiality.

- a. Access to Records and Facilities.** OHA, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the County that are directly related to this Agreement, the financial assistance provided hereunder, or any Service for the purpose of making audits, examinations, excerpts, copies and transcriptions. In addition, County shall permit authorized representatives of OHA to perform site reviews of all Services delivered by County.
- b. Retention of Records.** County shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the financial assistance provided hereunder or any Service, for a minimum of six years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination or expiration of this Agreement. If there are unresolved audit or Agreement Settlement questions at the end of the applicable retention period, County shall retain the records until the questions are resolved.
- c. Expenditure Records.** County shall document the use and expenditure of all financial assistance paid by OHA under this Agreement. Unless applicable federal law requires County to utilize a different accounting system, County shall create and maintain all use and expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OHA to verify how the financial assistance paid by OHA under this Agreement was used or expended.
- d. Client Records.** If County delivers a Service directly, County shall create and maintain a Client record for each Client who receives that Service, unless the Service Description precludes delivery of the Service on an individual Client basis and reporting of Service commencement and termination information is not required by the Service Description. The Client record shall contain:
 - (1) Client identification;**

- (2) Problem assessment;
- (3) Treatment, training, or care plan;
- (4) Medical information when appropriate; and
- (5) Progress notes including Service termination summary and current assessment or evaluation instrument as designated by OHA in administrative rules.

County shall retain Client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, Client records must be retained for a minimum of six years from termination or expiration of this Agreement.

- e. **Safeguarding of Client Information.** County shall maintain the confidentiality of Client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.509 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to County by OHA. County shall create and maintain written policies and procedures related to the disclosure of Client information, and shall make such policies and procedures available to OHA for review and inspection as reasonably requested by OHA.
12. **Information Privacy/Security/Access.** If the Services performed under this Agreement requires County or its Provider(s) to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants County, its Provider(s), or both access to such OHA Information Assets or Network and Information Systems, County shall comply and require its Provider(s) to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
 13. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Either party may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
 14. **Assignment of Agreement, Successors in Interest.**
 - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in this Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their respective successors and permitted assigns.
 15. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are

individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 16. Amendment.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
- 17. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five calendar days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818 Facsimile: 503-378-4324
E-mail address: Larry.O.Briggs@dhsoha.state.or.us

COUNTY: Contact Name: Angela Brink
Title: Administrative Services Manager
Street Address: 2051 Kaen Road, Suite #154
City, State Zip: Oregon City, Oregon 97045
Telephone: 503-742-5318 Facsimile: 503-742-5312
E-mail address: ABrink@clackamas.us and BHContracts@clackamas.us

- 19. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 20. Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
- 21. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by

that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

- 22. Construction.** This Agreement is the product of extensive negotiations between OHA and representatives of county governments. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful, and effective meaning to the Agreement to the extent possible, consistent with the public interest.
- 23. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third-Party Claim.

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

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

- 24. Indemnification by Providers.** County shall take all reasonable steps to cause its Provider(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's

Provider or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

**2022 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

**EXHIBIT H
REQUIRED FEDERAL TERMS AND CONDITIONS**

In addition to the requirements of section 2 of Exhibit G, County shall comply, and as indicated, require all Providers to comply with the following federal requirements when federal funding is being used. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

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

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

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all Providers to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.** Sub recipients, as defined in 45 CFR 75.2, which includes, but is not limited to County, shall comply, and County shall require all Providers to comply, with applicable Code of Federal Regulations (CFR) governing expenditure of federal funds including, but not limited to, if a sub-recipient expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, a sub-recipient shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If a sub-recipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. Copies of all audits must be submitted to OHA within 30 calendar days of completion. If a sub recipient expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a Provider if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Providers with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- 9. Drug-Free Workplace.** County shall comply and require all Providers to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing Services to OHA clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of Services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction; (v) Notify OHA within ten (10) calendar days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Provider to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or Providers may provide any Service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent, or Provider has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent, or Provider's performance of essential job function or creates a direct threat to OHA clients or others. Examples of abnormal behavior include, but are not limited to hallucinations, paranoia, or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 10. Pro-Children Act.** County shall comply and require all Providers to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- 11. Medicaid Services.** To the extent County provides any Service in which costs are paid in whole or in part by Medicaid, County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
- a.** Keep such records as are necessary to fully disclose the extent of the services provided to Individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a (a) (27); 42 CFR Part 431.107(b)(1) & (2).
 - b.** Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396 (a) (57) and (w), 42 CFR Part 431.107 (b) (4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Providers and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a (a) (68).
12. **ADA.** County shall comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 U.S.C. 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of Services.
13. **Agency-Based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an Individual may apply for or receive an application for public assistance.
14. **Disclosure.**
- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an Individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (Individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (Individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

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

15. Special Federal Requirements Applicable to Addiction Treatment, Recovery, & Prevention Services for Counties receiving Substance Abuse Prevention and Treatment (SAPT) Block Grant funds.

a. Order for Admissions:

- (1) Pregnant women who inject drugs;
- (2) Pregnant substance abusers;
- (3) Other Individuals who inject drugs; and
- (4) All others.

b. Women's or Parent's Services. If County provides A&D 61 and A&D 62 Services, County must:

- (1) Treat the family as a unit and admit both women or parent and their children if appropriate.
- (2) Provide or arrange for the following services to pregnant women and women with dependent children:
 - (a) Primary medical care, including referral for prenatal care;
 - (b) Pediatric care, including immunizations, for their children;
 - (c) Gender-specific treatment and other therapeutic interventions, e.g., sexual and physical abuse counseling, parenting training, and childcare;
 - (d) Therapeutic interventions for children in custody of women or parent in treatment, which address, but are not limited to, the children's developmental needs and issues of abuse and neglect; and
 - (e) Appropriate case management services and transportation to ensure that women or parents and their children have access to the services in (a) through (d) above.

c. Pregnant Women. If County provides any Addiction Treatment, Recovery, & Prevention Services other than A&D 84, Problem Gambling, Client Finding Outreach Services, County must:

- (1) Within the priority categories, if any, set forth in a particular Service Description, give preference in admission to pregnant women in need of treatment, who seek or are referred for and would benefit from such Services, within 48 hours;

- (2) If County has insufficient capacity to provide treatment Services to a pregnant woman, County must refer the women to another Provider with capacity or if no available treatment capacity can be located, the outpatient Provider that the Individual is enrolled with will ensure that Interim Services are being offered. Counseling on the effects of alcohol and drug use on the fetus must be given within 48 hours, including a referral for prenatal care; and
 - (3) Perform outreach to inform pregnant women of the availability of treatment Services targeted to them and the fact that pregnant women receive preference in admission to these programs.
- d. Intravenous Drug Abusers.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women described above, give preference in admission to intravenous drug abusers;
 - (2) Programs that receive funding under the grant and that treat Individuals for intravenous substance abuse, upon reaching 90 percent of its capacity to admit Individuals to the program, must provide notification of that fact to the State within 7 calendar days;
 - (3) If County receives a request for admission to treatment from an intravenous drug abuser, County must, unless it succeeds in referring the Individual to another Provider with treatment capacity, admit the Individual to treatment not later than:
 - (a) 14 calendar days after the request for admission to County is made;
 - (b) 120 calendar days after the date of such request if no Provider has the capacity to admit the Individual on the date of such request and, if Interim Services are made available not less than 48 hours after such request; or
 - (c) If County has insufficient capacity to provide treatment Services to an intravenous drug abuser, refer the intravenous drug abuser to another Provider with capacity or if no available treatment capacity can be located, the outpatient provider that the Individual is enrolled with will ensure that interim services are being offered. If the Individual is not enrolled in outpatient treatment and is on a waitlist for residential treatment, the provider from the county of the Individual's residence that is referring the Individual to residential services will make available counseling and education about human immunodeficiency virus (HIV) and tuberculosis(TB), risk of sharing needles, risks of transmission to sexual partners and infant, steps to ensure HIV and TB transmission does not occur, referral for HIV or TB treatment services, if necessary, within 48 hours.
- e. Infectious Diseases.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must:
- (1) Complete a risk assessment for infectious disease including Human Immunodeficiency Virus (HIV) and tuberculosis, as well as sexually transmitted

- diseases, based on protocols established by OHA, for every Individual seeking Services from County; and
- (2) Routinely make tuberculosis services available to each Individual receiving Services for alcohol/drug abuse either directly or through other arrangements with public or non-profit entities and, if County denies an Individual admission on the basis of lack of capacity, refer the Individual to another provider of tuberculosis Services.
 - (3) For purposes of (2) above, “tuberculosis services” means:
 - (a) Counseling the Individual with respect to tuberculosis;
 - (b) Testing to determine whether the Individual has contracted such disease and testing to determine the form of treatment for the disease that is appropriate for the Individual; and
 - (c) Appropriate treatment services.
- f. **OHA Referrals.** If County provides any Addiction Treatment, Recovery, & Prevention Services, other than A&D 84 Problem Gambling, Client Finding Outreach Services, County must, within the priority categories, if any, set forth in a particular Service Description and subject to the preference for pregnant women and intravenous drug users described above, give preference in Addiction Treatment, Recovery, & Prevention and Problem Gambling Service delivery to persons referred by OHA.
- g. **Barriers to Treatment.** Where there is a barrier to delivery of any Addiction Treatment, Recovery, & Prevention, and Problem Gambling Service due to culture, gender, language, illiteracy, or disability, County shall develop support services available to address or overcome the barrier, including:
- (1) Providing, if needed, hearing impaired or foreign language interpreters.
 - (2) Providing translation of written materials to appropriate language or method of communication (except as provided in Exhibit F, “General Terms and Conditions,” Section 7., “Alternative Formats and Translation of Written Materials, Interpreter Services”).
 - (3) Providing devices that assist in minimizing the impact of the barrier.
 - (4) Not charging clients for the costs of measures, such as interpreters, that are required to provide nondiscriminatory treatment.
- h. **Misrepresentation.** County shall not knowingly or willfully make or cause to be made any false statement or representation of a material fact in connection with the furnishing of items or Services for which payments may be made by OHA.
- i. **Oregon Residency.** Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services funded through this Agreement may only be provided to residents of Oregon. Residents of Oregon are Individuals who live in Oregon. There is no minimum amount of time an Individual must live in Oregon to qualify as a resident so long as the Individual intends to remain in Oregon. A child’s residence is not dependent on the residence of his or her parents. A child living in Oregon may meet the residency requirement if the caretaker relative with whom the child is living is an Oregon resident.
- j. **Tobacco Use.** If County has Addiction Treatment, Recovery, & Prevention Services treatment capacity that has been designated for children, adolescents, pregnant women, and women with dependent children, County must implement a policy to eliminate smoking

and other use of tobacco at the facilities where the Services are delivered and on the grounds of such facilities.

- k. **Client Authorization.** County must comply with 42 CFR Part 2 when delivering an Addiction Treatment, Recovery, & Prevention Service that includes disclosure of Client information for purposes of eligibility determination. County must obtain Client authorization for disclosure of billing information, to the extent and in the manner required by 42 CFR Part 2, before a Disbursement Claim is submitted with respect to delivery of an Addiction Treatment, Recovery, & Prevention Service to that Individual.

16. Special Federal Requirements Applicable To Addiction Treatment, Recovery, & Prevention Services for Counties Receiving Temporary Assistance for Needy Families (TANF) Grant Funds.

Funding requirements. TANF may only be used for families receiving TANF, and for families at risk of receiving TANF, and for the purpose of providing housing services (room and board) for Individuals who are dependent children ages 18 years old or younger whose parent is in adult addiction residential treatment, so that the children may reside with their parent in the same treatment facility. Families at-risk of receiving TANF must:

- a. Include a dependent child age 18 years of age or under, who is living with a parent or caretaker relative. "Caretaker relative" means a blood relative of the child; stepmother, stepfather, stepbrother, or stepsister; or an individual who has legally adopted the child.
- b. Be an Oregon resident.
- c. Have income at or below 250% of the Federal Poverty Level.

Use of TANF block grant funds and state expenditures counted towards TANF MOE must meet the requirements of 45 CFR Part 263. Only non-medical Services may be provided with TANF Block Grant funds.

- 17. **Community Mental Health Block Grant.** All funds, if any, awarded under this Agreement for Community Mental Health Services are subject to the federal use restrictions and requirements set forth in Catalog of Federal Domestic Assistance Number 93.958 and to the federal statutory and regulatory restrictions imposed by or pursuant to the Community Mental Health Block Grant portion of the Public Health Services Act, 42 U.S.C. 300x-1 *et. seq.*, and County shall comply with those restrictions.
- 18. **Substance Abuse Prevention and Treatment.** To the extent County provides any Service in which costs are paid in whole or in part by the Substance Abuse, Prevention, and Treatment Block Grant, County shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 U.S.C. 300x through 300x-66) and 45 CFR 96.130 regarding the sale of tobacco products. Regardless of funding source, to the extent County provides any substance abuse prevention or treatment services, County shall comply with the confidentiality requirements of 42 CFR Part 2. CMHP may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.
- 19. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.** All required data elements in accordance with 45 CFR 75.352 are available at: <http://www.oregon.gov/oha/hsd/amh/Pages/federal-reporting.aspx>.
- 20. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
- b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Recipient, and Recipient shall also include these contract provisions in its contracts with non-Federal entities.

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**EXHIBIT I
REQUIRED PROVIDER CONTRACT PROVISIONS**

- 1. Expenditure of Funds.** Provider may expend the funds paid to Provider under this Contract solely on the delivery of _____, subject to the following limitations (in addition to any other restrictions or limitations imposed by this Contract):
 - a.** Provider may not expend on the delivery of _____ any funds paid to Provider under this Contract in excess of the amount reasonable and necessary to provide quality delivery of _____.
 - b.** If this Contract requires Provider to deliver more than one service, Provider may not expend funds paid to Provider under this Contract for a particular service on the delivery of any other service.
 - c.** If this Contract requires Provider to deliver Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services, Provider may not use the funds paid to Provider under this Contract for such services to:
 - (1)** Provide inpatient hospital services;
 - (2)** Make cash payments to intended recipients of health services;
 - (3)** Purchase or improve land, to purchase, construct or permanently improve (other than minor remodeling) any building or other facility or to purchase major medical equipment;
 - (4)** Satisfy any requirement for expenditure of non-federal funds as a condition for receipt of federal funds (whether the federal funds are received under this Contract or otherwise); or
 - (5)** Carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 U.S.C. 300ee-5), which generally prohibits funds provided under this Agreement from being used to provide Individuals with hypodermic needles or syringes so that such Individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse.
 - d.** Provider may expend funds paid to Provider under this Contract only in accordance with OMB Circulars or 45 CFR Part 75, as applicable on Allowable Costs. If Provider receives \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Provider expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, it shall have a single organization-wide audit conducted in accordance with the provisions of 45 CFR part 75, subpart F. If Provider expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, it is exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials. Provider, if subject to this

requirement, shall at Provider's own expense submit to OHA a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to OHA the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Provider responsible for the financial management of funds received under this Agreement. Copies of all audits must be submitted to OHA within 30 calendar days of completion. Audit costs for audits not required in accordance with the Single Audit Act are unallowable. Provider may not use the funds received under this Agreement for inherently religious activities, as described in 45 CFR Part 87.

2. Records Maintenance, Access, and Confidentiality.

- a. **Access to Records and Facilities.** County, the Oregon Health Authority, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Provider that are directly related to this Contract, the funds paid to Provider hereunder, or any services delivered hereunder for the purpose of making audits, examinations, excerpts, copies, and transcriptions. In addition, Provider shall permit authorized representatives of County and the Oregon Health Authority to perform site reviews of all services delivered by Provider hereunder.
- b. **Retention of Records.** Provider shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Contract, the funds paid to Provider hereunder or to any services delivered hereunder, for a minimum of 6 years, or such longer period as may be required by other provisions of this Contract or applicable law, following the termination or expiration of this Contract. If there are unresolved audit or other questions at the end of the six-year period, Provider shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Provider shall document the expenditure of all funds paid to Provider under this Contract. Unless applicable federal law requires Provider to utilize a different accounting system, Provider shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County and the Oregon Health Authority to verify how the funds paid to Provider under this Contract were expended.
- d. **Client Records.** Unless otherwise specified in this Contract, Provider shall create and maintain a client record for each client who receives services under this Contract. The client record must contain:
 - (1) Client identification;
 - (2) Problem assessment;
 - (3) Treatment, training and/or care plan;
 - (4) Medical information when appropriate; and
 - (5) Progress notes including service termination summary and current assessment or evaluation instrument as designated by the Oregon Health Authority in administrative rules.

Provider shall retain client records in accordance with OAR 166-150-0005 through 166-150-0215 (State Archivist). Unless OAR 166-150-0005 through 166-150-0215 requires a longer retention period, client records must be retained for a minimum of six years from termination or expiration of this contract.

- e. **Safeguarding of Client Information.** Provider shall maintain the confidentiality of client records as required by applicable state and federal law, including without limitation, ORS 179.495 to 179.507, 45 CFR Part 205, 42 CFR Part 2, any administrative rule adopted by the Oregon Health Authority, implementing the foregoing laws, and any written policies made available to Provider by County or by the Oregon Health Authority. Provider shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to County and the Oregon Health Authority for review and inspection as reasonably requested by County or the Oregon Health Authority.
- f. **Data Reporting.**

All Individuals receiving Services with funds provided under this Contract must be enrolled and that Individual's record maintained in the Measures and Outcome Tracking System (MOTS) as specified in OHA's MOTS Reference Manual located at: <http://www.oregon.gov/oha/hsd/amh-mots/Pages/index.aspx>, and the "Who Reports in MOTS Policy" as follows:

Which Behavioral Health Providers are Required to Report in MOTS?

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- (1) Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- (2) Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO], or a Coordinated Care Organization [CCO]);
- (3) Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII providers and methadone maintenance providers; and
- (4) Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at MOTS.Support@dhs.oha.state.or.us.

3. Alternative Formats of Written Materials, Interpreter Services.

In connection with the delivery of Program Element Services, Provider shall make available to Client, without charge, upon the Client's reasonable request:

- a. All written materials related to the services provided to the Client in alternate formats, including accessible electronic formats, brailled documents, and large print upon request. If Provider does not have access to such alternate formats, then Provider can request written materials in the Client's preferred format from OHA.
- b. All written materials related to the services provided to the Client in the Client's language. If Provider does not have access to such languages, then Provider can request written materials in the Client's language from OHA.
- c. Oral interpretation services related to the services provided to the Client in the Client's language.
- d. Sign language interpretation services and telephone communications access services related to the services provided to the Client. Provider shall work with OHA if it does not have staff that fluently speak the language of an eligible Client, including qualified Sign Language Interpreters for Client's who are deaf or hard of hearing and whose preferred mode of communication is sign language.

For purposes of the foregoing, "written materials" means materials created by Provider, in connection with the Service being provided to the requestor. The Provider may develop its own forms and materials and with such forms and materials the Provider shall be responsible for making them available to a Client, without charge to the Client in the prevalent non-English language(s) within the County service area. OHA shall be responsible for making its forms and materials available, without charge to the Client or Provider, in the prevalent non-English language(s) within the Providers service area.

4. **Reporting Requirements.** Provider shall prepare and furnish the following information to County and the Oregon Health Authority when a service is delivered under this Contract:
 - a. Client, service, and financial information as specified in the applicable Service Description attached hereto and incorporated herein by this reference.
 - b. All additional information and reports that County or the Oregon Health Authority reasonably requests, including, but not limited to, the information or disclosure described in Exhibit H, Required Federal Terms and Conditions, Section 14. "Disclosure."
5. **Compliance with Law.** Provider shall comply with all state and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the delivery of services hereunder. Without limiting the generality of the foregoing, Provider expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws governing operation of community mental health programs, including without limitation, all administrative rules adopted by the Oregon Health Authority related to community mental health programs or related to client rights, OAR 943-005-0000 through 943-005-0070, prohibiting discrimination against Individuals with disabilities; (c) all state laws requiring reporting of client abuse; and (d) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the delivery of services under this Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. All employers, including Provider, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. In addition, Provider shall comply, as if it were

County thereunder, with the federal requirements set forth in Exhibit H “Required Federal Terms and Conditions,” to the certain 2022 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference. For purposes of this Contract, all references in this Contract to federal and state laws are references to federal and state laws as they may be amended from time to time.

6. Unless Provider is a State of Oregon governmental agency, Provider agrees that it is an independent contractor and not an agent of the State of Oregon, the Oregon Health Authority or County.
7. To the extent permitted by applicable law, Provider shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of the Provider, including but not limited to the activities of Provider or its officers, employees, subcontractors or agents under this Contract.
8. Provider understands that Provider may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data system input, other acts of misrepresentation, or conspiracy to engage therein.
9. Provider shall only conduct transactions that are authorized by the County for transactions with the Oregon Health Authority that involve County funds directly related to this Contract.
10. First tier Provider(s) that are not units of local government as defined in ORS 190.003 shall obtain, at Provider’s expense, and maintain in effect with respect to all occurrences taking place during the term of the contract, insurance requirements as specified in Exhibit J “Provider Insurance Requirements,” of the certain 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services between County and the Oregon Health Authority dated as of _____, which Exhibit is incorporated herein by this reference.
11. Provider(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Provider from and against any and all Claims.
12. Provider shall include sections 1 through 11, in substantially the form set forth above, in all permitted Provider Contracts under this Agreement.

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**EXHIBIT J
PROVIDER INSURANCE REQUIREMENTS**

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

TYPES AND AMOUNTS.

1. **Workers Compensation:** Must be 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).

2. **Professional Liability:** **Required by OHA** **Not required by OHA.**

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under the Provider Contract, with limits not less than the following, as determined by OHA, or such lesser amount as OHA approves in writing:

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

Provider Contract containing the following Services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHA 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS30, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39, MHS	\$1,000,000
A&D 61, A&D 67, A&D 71, MHS 27, MHS 28, MHS 28A, MHS 31	\$2,000,000

3. **Commercial General Liability:** **Required by OHA** **Not required by OHA.**

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

Bodily Injury, Death and Property Damage:

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

Provider Contract containing the following services:	Required Insurance Amount:
A&D 03, A&D 60, A&D 61, A&D 62, A&D 63, A&D 64, A&D 65, A&D 66, A&D 67, A&D 71, A&D 80, A&D 81, A&D 82, A&D 83, MHS 01, MHS 04, MHS 05, MHS 06, MHS 08, MHS 09, MHS 10, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 27, MHS 28, MHS 28A, MHS 30, MHS 31, MHS 34, MHS 34A, MHS 35, MHS 35A, MHS 35B, MHS 36, MHS 37, MHS 38, MHS 39	\$1,000,000

4. Automobile Liability: **Required by OHA** **Not required by OHA.**

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Automobile Liability Insurance must be in not less than the following amounts as determined by OHA, or such lesser amount as OHA approves in writing:

Bodily Injury, Death and Property Damage:

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

Provider Contract not-to-exceed under this Agreement:	Required Insurance Amount:
A&D 61, A&D 62, A&D 63, A&D 66, A&D 71, A&D 81, A&D 82, A&D 83, MHS 04, MHS 09, MHS 12, MHS 13, MHS 15, MHS 16, MHS 16A, MHS 20, MHS 24, MHS 25, MHS 26, MHS 26A, MHS 30, MHS 34, MHS 34A, MHS 36, MHS 37, MHS 39,	\$1,000,000
MHS 27, MHS 28, MHS 28A	\$2,000,000

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

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**EXHIBIT K
START-UP PROCEDURES**

**Addiction Treatment, Recovery, & Prevention, and Problem Gambling (Service Element A&D 60)
Community Mental Health (Service Element MHS 37)**

INTRODUCTION

Start-Up funds are awarded for expenses necessary to begin, expand, or improve services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.

Start-Up funds are typically disbursed prior to initiation of services. Funds are used to cover costs such as employee salaries and training, furnishings and supplies, renovation of facilities under \$10,000, and purchase of vehicles and other capital items that will be needed to provide the services planned and delivered at the specified sites.

Requirements for Start-Up Payment

Payment of Start-Up funds is subject to the following requirements and any Special Conditions which are specified in Exhibit C.

1. Basis and Method of Payment

- a. Funds are paid for actual allowable expenses up to the limit specified for Start-Up. Allowable expenses for each service element are limited to those listed under Allowable Start-Up Expenditures in this Exhibit. OHA must approve payment for all Start-Up funds.
- b. After execution of this Agreement or any amendment(s) awarding Program Start-Up funds, County may request an advance of funds it anticipates using in the subsequent 120 calendar days.
- c. A request for payment of Start-Up funds may only be made using forms and procedures prescribed by OHA. Special instructions are applicable as follows:
 - (1) When OHA Start-Up funds in the amount of \$1,000 and above are to be used for purchase of a vehicle, as security for the County's performance of its obligations under this Agreement, the County grants to OHA a security interest in, all of the County's right, title, and interest in and to the goods, i.e., the vehicle. The County agrees that from time to time, at its expense, the County will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that OHA may reasonably request, in order to perfect and protect the security interest granted under this Agreement or to enable OHA to exercise and enforce its rights and remedies under this Agreement with respect to the vehicle. County must forward a copy of the title registration application showing Health Systems Division as the Security Interest Holder to OHA within 5 calendar days of the acquisition from the seller. File Security Interest Holder information as follows:

Oregon Health Authority
Health Systems Division
500 Summer Street NE, E86
Salem, OR 97301

- (2) When County requests payment of Start-Up funds, the request must be made on forms prescribed by OHA.

2. Special Written Approval Authorizations

When using Start-Up funds the following circumstances require special written authorization from OHA prior to acquisition. These circumstances should be communicated to OHA within 14 calendar days of the anticipated acquisition date.

a. WHEN LEASING:

- (1) Acquisition of real property, vehicles, or capital items pursuant to a Lease;
- (2) Acquisition of real property, vehicles, or capital items where another party, in addition to OHA, will also become a secured party (lienholder) at the time of acquisition; and
- (3) Renovations or alterations of real property where County is not the owner of the property and OHA has no security interest in the property.

b. OTHER:

A change in the intended use of Start-Up funds or a change in the amount or date of anticipated acquisition indicated on County's request for payment of Start-Up funds, for those acquisitions requiring OHA's interest to be secured.

3. Release of Payments

Following review and approval of County's request for payment of Start-Up funds and any ancillary documentation, OHA will issue an advance of funds to County as applicable. These funds will generally be issued as a separate check on a weekly basis; however, requests processed in time for the monthly allotment process will be included in the allotment. The request for funds should be communicated to OHA within 14 calendar days of the anticipated acquisition date. Approval of special requests will be made on a limited basis only.

County will keep a copy of all Requests for Payment of Start-Up funds and report actual expenditures to OHA on the same form using procedures prescribed by OHA.

4. Start-Up Expenditure Documentation Maintained by County

County shall maintain an Expenditure Report for Start-Up payments. County also is responsible for requiring its Providers to comply with expenditure reporting requirements and furnishing evidence of filing OHA's security interest on applicable items. OHA may inspect these reports. The reports must include the following by service element:

- a. The amount advanced;
- b. The amount expended on each allowable category, and the amount expended on each item listed as required in Special Written Approval Authorizations above and pre-approved by OHA; and
- c. Copies of all Provider Contracts awarding Start-Up funds. Such Provider Contracts must require Providers to have executed dedicated use agreements and the other security documentation described in this Exhibit.

County must maintain supporting documentation for all expenditures (i.e., receipts).

5. Expenditure Reports to OHA

County must submit Start-Up expenditure reports separately for each OHA Start-Up request. Expenditure reports are due within 45 calendar days following the termination or expiration of the Agreement. County shall report actual expenditure of Start-Up funds, using forms and procedures prescribed by OHA, and forward expenditure reports to OHA.

6. Recovery of Start-Up Funds

In the event County fails to submit an expenditure report when due for itself or its Provider(s), fails to submit security interests, vehicle titles, or other instrument as required by OHA to secure the State's interest, or reports unauthorized expenditures, or reports under expenditures without accompanying repayment, OHA may act, at its option, to recover Start-Up funds as follows:

- a. Bill County for subject funds;
- b. Following 30 calendar days nonresponse to the billing, initiate an allotment reduction schedule against any current payments or advances being made to County; or
- c. Take other action needed to obtain payment.

7. Dedicated Use Requirement

Vehicles costing \$1,000 or more must be used to provide the service for which OHA approved the Start-Up funds. Dedicated use must continue for the useful life of the vehicle or five years whichever is less.

8. Removal of Liens

The following steps describe the process for removal of liens:

To release a vehicle title on which OHA is listed security interest holder, County or any of its' Providers, must make a request in writing to OHA. The request must specify why the vehicle is being disposed of and the intended use of any funds realized from the transaction.

If approved, the original title is signed off by OHA and forwarded to County.

ALLOWABLE START-UP EXPENDITURES

Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling

1. Policies: Start-Up funds:

- a. Must be expended consistent with County's request for payment of Start-Up funds, and/or any required itemized budget, as approved by OHA.
- b. Must be expended only for items and services listed below.
- c. Must not be used for personnel costs, facility costs (as defined below) or equipment lease costs (including vehicle leases) in any month in which the provider receives OHA-funded service payments, or room and board payments for clients.
- d. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Exhibit.

Exceptions to the policies stated above and/or the itemized list below must be approved in writing by HSD.

2. Allowable Costs

- a. **Personnel Costs:** Costs for personnel hired to work at program/facility incurred prior to the date clients are enrolled.
 - (1) Salaries and wages up to 2 months for Program Administrator and up to 2 weeks for program staff, or as otherwise approved by OHA;
 - (2) OPE costs; and
 - (3) Professional contract services (e.g., Psychiatrist, Specialized Treatment Providers, etc.).
- b. **Facility Costs:** Up to 2 months prior to opening, or as otherwise approved by OHA.
 - (1) Lease/mortgage payments and deposits;
 - (2) Property taxes and maintenance fees not included in lease or mortgage payments;
 - (3) Utility costs, including hook-up fees;
 - (4) Equipment rental costs; and
 - (5) Initial insurance premiums (general liability and professional liability insurance).
- c. **Program Staff Training:** Up to 2 weeks for program staff, or as otherwise approved by OHA:
 - (1) Training materials;
 - (2) Training fees;
 - (3) Trainer fees; and
 - (4) Travel costs (excluding out of state).
- d. **Services and Supplies:**
 - (1) Program and office supplies; and
 - (2) Initial supplies of food, maintenance, and housekeeping items.

e. **Capital Outlay:**

- (1) Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs;
- (2) Technical or adaptive equipment needed by clients but not available through the Adult and Family Services (client medical card), Vocational Rehabilitation, or other appropriate service agency;
- (3) Office furnishings and equipment proportionate to size of residential program/staff being implemented;
- (4) Vehicle purchases or down payment; lease payments and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment such as lifts or ramps; and
- (5) Renovation of real property costing less than \$10,000.

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**EXHIBIT L
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER LISTING**

Clackamas County				
Service Description #	Service Description Name	Vendor or Sub-recipient	All Funding Sources	CFDA #
MHS 01	System Management and Coordination		N/A	
A&D 03	System Management and Coordination - Addictions Services		N/A	
A&D 60	Start-Up - Addictions Services		N/A	
A&D 61	Adult Addiction Treatment, Recovery & Prevention Residential Treatment Services		N/A	
A&D 62	Supported Capacity for Dependent Children Whose Parents are in Adult Addition Residential Treatment		N/A	
A&D 63	Peer Delivered Services		N/A	
A&D 64	Housing Assistance		N/A	
A&D 65	Intoxicated Driver Program Fund (IDPF)		N/A	
A&D 66	Community Behavioral and Addiction Treatment, Recovery & Prevention Services	Subrecipient	SAPT	93.959
A&D 67	Addiction Treatment, Recovery & Prevention Residential & Day Treatment Capacity		N/A	
A&D 71	Youth Addiction, Recovery & Prevention Residential Treatment Services		N/A	
A&D 80	Problem Gambling Prevention Services		N/A	
A&D 81	Problem Gambling Treatment Services		N/A	
A&D 82	Problem Gambling Residential Services		N/A	
A&D 83	Problem Gambling Respite Treatment Services		N/A	

A&D 84	Problem Gambling Client Finding Outreach Services		N/A	
MHS 04	Aid and Assist Client Services		N/A	
MHS 05	Assertive Community Treatment Services		N/A	
MHS 08	Crisis and Acute Transition Services (CATS)	Subrecipient	MHBG	93.958
MHS 09	Jail Diversion		N/A	
MHS 10	Mental Health Promotion and Prevention Services		N/A	
MHS 12	Rental Assistance Program Services		N/A	
MHS 13	School-Based Mental Health Services		N/A	
MHS 15	Young Adult Hub Programs (YAHP)		N/A	
MHS 16	Peer Delivered Services (PDS)		N/A	
MHS 16A	Veterans Peer Delivered Services		N/A	
MHS 17	Non-OHP Community and Residential Assistance		N/A	
MHS 20	Non-Residential Mental Health Services For Adults	Subrecipient	MHBG	93.958
MHS 22	Non-Residential Mental Health Services For Child and Youth		N/A	
MHS 24	Acute and Intermediate Psychiatric Inpatient Services		N/A	
MHS 25	Community MH Crisis Services for Adults and Children	Subrecipient	MHBG	93.958
MHS 26	Non-Residential Mental Health Services for Youth & Young Adults In Transition		N/A	
MHS 26A	Early Assessment and Support Alliance (EASA)		N/A	
MHS 27	Residential Mental Health Treatment Services for Youth and Young Adults In Transition		N/A	
MHS 28	Residential Treatment Services		N/A	
MHS 28A	Secure Residential Treatment Facility		N/A	
MHS 30	Monitoring, Security and Supervision Services for Individuals under the Jurisdiction of the Adult and Juvenile		N/A	

	Panels of the Psychiatric Security Review Board			
MHS 31	Enhanced Care and Enhanced Care Outreach Services		N/A	
MHS 34	Adult Foster Care Services		N/A	
MHS 35	Older or Disabled Adult Mental Health Services		N/A	
MHS 35A	Gero-Specialist		N/A	
MHS 35B	APD Residential		N/A	
MHS 36	Pre-Admission Screening and Resident Review Services (PASRR)		N/A	
MHS 37	Start-Up - Community Mental Health		N/A	
MHS 38	Supported Employment Services		N/A	
MHS 39	Projects For Assistance In Transition From Homelessness Services (PATH)		N/A	

Financial Assistance Application Lifecycle Form

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

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

**** CONCEPTION ****

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

Award type: Direct Appropriation (no application)
Subrecipient Award Direct Award
Award Renewal? Yes No

Lead Department & Fund: _____

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: _____

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): _____

Requestor Contact Information: _____

Department Fiscal Representative: _____

Program Name and prior project # (please specify): _____

Brief Description of Project:

Name of Funding Agency: _____

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

OR

Application Packet Attached: Yes No

Completed By: _____

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable: _____

Announcement Date: _____

Grant Category/Title: _____

Allows Indirect/Rate: _____

Application Deadline: _____

Award Start Date: _____

Award End Date: _____

Completed By: _____

Pre-Application Meeting Schedule: _____

Funding Agency Award Notification Date: _____

Announcement/Opportunity #: _____

Max Award Value: _____

Match Requirement: _____

Other Deadlines: _____

Other Deadline Description: _____

Program Income Requirement: _____

Additional funding sources available to fund this program? Please describe: _____

How much General Fund will be used to cover costs in this program, including indirect expenses? _____

How much Fund Balance will be used to cover costs in this program, including indirect expenses? _____

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved:	Denied:
Name (Typed/Printed)	Date	Signature

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 173129 , hereinafter referred to as "Document."

I, Tootie Smith Chair
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

Clackamas County by email.

Contractor's name

On _____ ,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

December 16, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas Fire District #1 for the Project Hope program. Contract not to exceed \$31,090. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant. No County General Funds are involved.

Purpose/Outcomes	This IGA is for Clackamas Fire District #1 to continue to provide a community paramedic to the Project Hope Program.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$31,090.
Funding Source	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant. No County General Funds are involved.
Duration	Upon signature - November 30, 2022.
Strategic Plan Alignment	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
Previous Board Action	Previous Board Action on 062421-A11 for .25 FTE. This time it is for .2 FTE.
County Counsel	County Counsel has reviewed and approved this document on November 17, 2021. KR
Procurement Review	1. Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This document is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
Contract No.	10459

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.

This work is part of the Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

The Community Paramedic role will continue to provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care

Page 2 Staff Report
December 16, 2021
Agreement #10459

coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

Contract maximum value of \$31,090.

This Agreement is effective upon signature and continues through November 30, 2022.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas Fire District for the Project Hope program.

Respectfully submitted,



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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND
CLACKAMAS FIRE DISTRICT #1**

Agreement #10459

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Fire District #1 ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

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

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or November, 30, 2022 whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed thirty one thousand ninety dollars (\$31, 090) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an invoice monthly. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

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

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

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

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Apryl Herron or their designee will act as liaison for the County.

Contact Information:

503-742-5343 - AprylHer@clackamas.us

Josh Santos or their designee will act as liaison for the Agency.

Contact Information:

503 747-2777 Office - 503-504-3804 Cell - josh.santos@clackamasfire.com

10. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and

exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by

Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

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

Clackamas County

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

Chair, Board of County Commissioners

Date

Clackamas Fire District #1

Nick J Browne

Chief Nick Browne, Fire Chief

11/18/21

Date

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Clackamas Fire District #1\Project Hope\FY21-22\Contract\H3SPHClackamasFireDistrict#110459.docx

Exhibit A

SCOPE OF WORK

The Community Paramedic role will provide crucial follow-up visits to overdose survivors after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will address immediate needs including housing, harm reduction and healthcare. A warm-hand off will then be made to the Peer Recovery Mentor and Case Manager to provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). The Community Paramedic will work with individuals to establish a longer-term plan to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients, and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

Scope of Work

- A. AGENCY agrees to:
 1. Provide a .20 FTE Community Paramedic to perform the following:
 - a. Provide crucial follow-up visits to overdose survivors
 - b. Assess for immediate individual needs and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
 - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
 - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
 - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
 - f. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
 - i. Number of overdose survivors who receive follow-up by a community paramedic
 - ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment
 - iii. Type of treatment patient is referred to
 - iv. Number of naloxone kits distributed

December 16, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the Multnomah Education Service District (MESD) for Medicaid Administrative Claiming coordination services. Contract not to exceed \$10,000. Funding is provided by the State of Oregon.

No County General Funds are involved.

Purpose/Outcomes	Provide Medicaid Administrative Claiming coordination services
Dollar Amount and Fiscal Impact	Contract maximum value \$10,000.
Funding Source	Funding through the State of Oregon - No County General Funds are involved.
Duration	Effective January 1, 2021 and terminates on June 30, 2024
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Efficient and effective services 2. Build a strong infrastructure
Counsel Review	County counsel has reviewed and approved this document on October 25, 2021 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10159

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with the Multnomah Education Service District for Medicaid Administrative Claiming coordination services.

The Contract is not to exceed \$10,000. Funding is provided by the State of Oregon. No County General Funds are involved.

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December 16, 2021
Agreement #10159

RECOMMENDATION:

Staff recommends the Board approve this IGA with Multnomah Education Service District (MESD).

Respectfully submitted,

Rodney Cook

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

AGREEMENT

THIS AGREEMENT is made and entered into between MULTNOMAH EDUCATION SERVICE DISTRICT ("MESD") and Clackamas County, by and through its Public Health Division("LHD"). The term of this Agreement shall be January 1, 2022 to June 30, 2024.

WITNESSETH

PURPOSE: The purpose of this Agreement is to describe MESD's and LHD's rights and obligations with respect to MESD's provision of Medicaid administrative claims processing services to LHD. LHD provides Title XIX Medicaid administrative services and wishes to seek reimbursement for such services from the Oregon Health Authority.

SECTION I LHD agrees to:

- A. To collect cost pool data on employees, and submit such data to MESD. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee or subcontractor; the percent of time each employee or subcontractor spends on the coded activities identified in the Time Study; and costs attributable to each employee's or subcontractor's position providing work.
- B. To provide the "Medicaid-eligible percentage" in accordance with OHA and Federal guidelines for purposes of the Time Study calculation.
- C. To submit signed training rosters for entry into the MESD web-based system.
- D. To pay an administrative fee to MESD of \$10 per cost pool participant per claiming period.
- E. To monitor compliance with the requirements of this Agreement.
- F. LHD shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, LHD expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations"; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- G. LHD shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, LHD shall maintain any other records pertinent to this Agreement in such a manner as to clearly document LHD's performance. LHD acknowledges and agrees that MESD, OHS, the Oregon Department of Justice, Medicaid Fraud Unit, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of LHD that are pertinent to this Agreement to perform examinations and audits and to make excerpts and transcripts. LHD shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings

for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- H. LHD shall be financially responsible for the final amount of any claim for services provided under this Agreement that the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid ("CMS") or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by LHD unallowable, OHA shall provide LHD written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, LHD shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that LHD wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to LHD under this Agreement, or any payment to LHD from OHA under any other contract or agreement between LHD and OHA, present or future. Nothing in this paragraph shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.

SECTION II MESD agrees to:

- A. Provide a web-based survey tool for LHD employees to access and record their time study.
- B. Provide electronic data storage, including but not limited to:
1. Cost pool information used to compile the claim for each quarter.
 2. Tracking of dates LHD staff have been trained for the time study.
 3. Time study results.
- C. Maintain all records that support the quarterly payment claim for the work performed, including but not limited to, position details, cost information, Time Study results, records to indicate that services were requested and the extent of services provided, other resources that have been applied to offset costs, and any other information applicable to the work provided under this Agreement.
- D. Provide administrative/monitoring tools for the LHD coordinator and OHA system administrators that help the user to:
1. Monitor and review time study results.
 2. Manage cost pool data including but not limited to exporting reports to Excel.
 3. View survey code definitions.
 4. Store LHD information relating to the survey, e.g., Medicaid Eligible percents, for a minimum of seven (7) years.
 5. View training information that includes training expiration dates and participants that have been and need to be trained.
 6. View the claim electronically, including a detailed view of the claim.
- E. Revise all disapproved LHD MAC claims with correct information provided by LHD and resubmit corrected claiming information to OHA and LHD within three (3) business days of MESD's receipt of the corrected information.
- F. Submit a quarterly claim to LHD program manager.

- G. Maintain confidentiality of client information contained in LHD files provided to MESD to the full extent required by federal and state law and regulations.
- H. Provide technical assistance and training on the web-based MAC time study tool.

SECTION III MESD and LHD agree:

A. Confidentiality of Client Information:

1. LHD shall treat all information as to personal facts and circumstances obtained by the MESD on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
2. The use or disclosure of information concerning Medicaid eligible or potentially eligible individuals shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. MESD and LHD will share information as necessary to effectively serve Medicaid eligible, or potentially eligible individuals.
3. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). This Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

B. The attached STANDARD PROVISIONS are incorporated herein by reference and made a part of this Agreement.

C. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement. This Agreement becomes effective upon execution and continues in effect until terminated by either party.

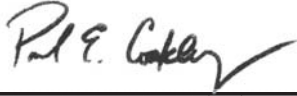
D. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties. This Agreement shall not be amended after the expiration date. No amendment to this Agreement shall be effective until it has been signed by all Parties and all necessary governmental approvals have been obtained.

E. MESD and LHD are the only parties to this Agreement, but because of the Parties' relationship with OHA, the Parties and OHA are entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

Contract No C03671
Expires June 30, 2024

MULTNOMAH EDUCATION SERVICE
DISTRICT
Attn: Wendy Chase
11611 NE Ainsworth Circle
Portland, OR 97220

CLACKAMAS COUNTY, BY AND THROUGH
ITS PUBLIC HEALTH DIVISION
2051 Kaen Rd, Ste 367
Oregon City, OR 97526



Dr. Paul Coakley
Superintendent

for Clackamas County, by and through its
Public Health Division

Printed Name / Title

Date

STANDARD PROVISIONS

1. MESD shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.

2. Each party shall perform any services under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to their respective employees. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage and Public Employees Retirement System contributions. Each party shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

3. This Agreement may be terminated by mutual agreement, or by MESD upon 30 days written notice. No such termination shall prejudice any right or obligation of the parties already accrued prior to the effective date of termination.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In the event of any litigation between the parties arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Multnomah County in Portland, Oregon.

5. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.



DAN JOHNSON
DIRECTOR

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

December 16, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for a Community Development Block Grant
to install an RRFB at the SE Park Ave- SE River Road Intersection

Purpose/ Outcomes	Approval to apply for a Community Development Block Grant (CDBG) to install a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of SE Park Ave-SE River Road.
Dollar Amount and Fiscal Impact	\$127,680.00 in grant funds will be requested. Matching funds in the amount of \$31,920.00 (20%) will be provided from County Road Use Funds. Total project cost is \$159,600.00.
Funding Source	Clackamas County Road Use Funds will contribute \$31,920.00 No county general funds will be involved.
Duration	Application review process is anticipated to be completed by February 22, 2022. Grant award announcements should occur during the second quarter of the 2022 calendar year. If awarded, project development would begin in FY 2022-2023.
Previous Board Action	12/14/21: Discussion item at issues
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This project will help meet the goal to provide travelers safe roads that are in good condition. 2. How does this item align with the County's Performance Clackamas goals? This project aligns with the Performance Clackamas Goal that by 2026 100% of county residents and businesses have access to safe and affordable infrastructure including multimodal transportation facilities.
Counsel Review	This items does not require Counsel Review. Finance has reviewed the lifecycle form.
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This project is a grant application. If funds are awarded it will be processed through procurement.
Contact Person	Scott Hoelscher, Senior Transportation Planner - 742-4533

BACKGROUND:

The Community Development Division of H3S administers the federal Community Development Block Grant (CDBG) program, which provides funding for a variety of housing and transportation capital projects and programs in low-moderate income areas throughout Clackamas County. This project is located in Oak Grove at the intersection of SE River Road and SE Park Ave, an area with over 50 % low-moderate income residents. The project will install a new crosswalk and Rectangular Rapid Flashing Beacon (RRFB) adjacent to the Willamette View Senior Housing complex. An RRFB is a user-activated flashing light system that supplements warning signs at un-signalized intersections or mid-block crosswalks. RRFBs are helpful in alerting drivers to yield to pedestrians or bicyclists when they are crossing the road. The project will include associated intersection

crosswalk improvements: advance warning signs on SE River Rd and ladder striping on the SE River Road pavement roadway. The new crosswalk will benefit residents of Willamette View; other high density housing to the north and the larger surrounding neighborhood. The project will address safety concerns related to seniors and other people crossing SE River Road, which is an arterial roadway. Currently there is no crosswalk connecting Willamette View to the existing sidewalks on SE Park Ave, which leads to the Trolley Trail multiuse path and the MAX Orange Line Park Avenue station. This project will improve the transportation system by providing seniors and other area residents a safer place to cross SE River Road. Applications are due on December 22, 2022.

RECOMMENDATION:

Staff respectfully recommends approval for the Department of Transportation and Development to apply for the CDBG grant in the amount of \$127,680.

Respectfully Submitted,

Scott Hoelscher

Scott Hoelscher
Senior Transportation Planner

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department & Fund:

Transportation and Development

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

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

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

Name of Funding Opportunity:

Community Development Block Grant Program

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Scott Hoelscher

Requestor Contact Information:

scotthoe@clackamas.us 503-577-5057

Department Fiscal Representative:

Diedre Landon

Program Name or Number (please specify):

Long Range Planning

Brief Description of Project:

This project will install a new crosswalk with a Rectangular Rapid Flashing Beacon (RRFB) at the intersection of SE River Road and SE Park Ave. The crosswalk will connect to the existing sidewalk network and the recently constructed American with Disability Act (ADA) curb ramps at the Willamette View Senior Housing Complex.

Name of Funding Agency:

U.S. Department of Housing and Urban Development (HUD) distributed by Clackamas County H3S

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

<https://www.clackamas.us/communitydevelopment/improvement.html>
Mark Sirios, 503-655-8591

OR

Application Packet Attached: Yes No

Completed By:

Scott Hoelscher

11/23/21

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

14.218; 14.228

Funding Agency Award Notification Date:

Winter 2022

Announcement Date:

Nov. 11, 2021

Announcement/Opportunity #:

Grant Category/Title:

HUD CDBG Grant

Max Award Value:

\$153,920

Allows Indirect/Rate:

Match Requirement:

20%

Application Deadline:

Dec 22, 2021

Other Deadlines:

Award Start Date:

July 1, 2022

Other Deadline Description:

Award End Date:

N/A

Completed By:

Program Income Requirement:

Pre-Application Meeting Schedule:

N/A

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

Mission/Purpose:

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

The mission of the Department of Transportation and Development is to provide transportation maintenance and construction, neighborhood enhancement, land use, planning, permitting and dog services to residents, property owners, businesses and the traveling public so they and future generations can experience and invest in a healthy, safe and livable community. This proposal addresses safety of the traveling public by constructing a new crosswalk with RRFB flashers so community members can more safely and comfortably walk across the street.

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

None - DTD is best suited to perform the work associated with making safety improvements in the public ROW.

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

The objective is to obtain funding for construction of a project that will provide a safe, comfortable place for seniors and other community members to cross River Road. The objective will be met by constructing an RRFB that Willamette View wanted to include with the recent development expansion but was unable to install due to the grant. The grant would fund a standalone capital project. This project does not fund an existing program.

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

Organizational Capacity:

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

Yes. We will use existing Department of Transportation and Development staff to manage the grant and the contractors. No other staff is needed at this time. The installation of the RRFB will be contracted out to a private company which is budgeted for in the grant request.

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

There are no partnership efforts required. The lead department for this project is the Department of Transportation and Development. DTD is coordinating with Willamette View Senior Housing on the RRFB.

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

This project is not a pilot project.

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

This project will not create a new program. The grant is to purchase and install an RRFB, a needed capital investment.

Collaboration

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

The lead department for this project is the Department of Transportation and Development. No other departments will be involved in this project if awarded.

Reporting Requirements

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

All CDBG Funding Agreements with H3S include all the reporting requirements. H3S does all the reporting to HUD.

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

Cost documentation and task tracking is planned in order to evaluate the grant performance.

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

To be determined.

Fiscal

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

Yes. This is an opportunity to obtain funding for a high priority project identified by our Traffic Safety Division as an urgent need.

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

Yes, the other revenue source required is a 20% match. The county road fund will provide required matching funds in the form of contractor payments and staff time for inspections/project management.

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

There is a 20% match required. The project estimate is \$192,400 which equates to a \$38,480 match amount and a \$153,920 grant request.

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

§ 570.206 Program administrative costs. (e) Indirect costs. Indirect costs may be charged to the CDBG program under a cost allocation plan prepared in accordance with 2 CFR part 200, subpart E.

Program Approval:

Karen Buehrig

12/7/21

Karen Buehrig

Digitally signed by Karen Buehrig
Date: 2021.12.07 09:25:04 -08'00'

Name (Typed/Printed)

Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Mike Bezner	12/07/21	Mike Bezner
Name (Typed/Printed)	Date	Signature

Digitally signed by Mike Bezner
Date: 2021.12.07 10:51:32 -08'00'

DEPARTMENT DIRECTOR (or designee, if applicable)		
Dan Johnson	12/07/21	Dan Johnson
Name (Typed/Printed)	Date	Signature

Digitally signed by Dan Johnson
Date: 2021.12.07 10:52:19 -08'00'

FINANCE ADMINISTRATION		
Elizabeth Comfort	12.8.2021	Elizabeth Comfort
Name (Typed/Printed)	Date	Signature

Digitally signed by Elizabeth Comfort
Date: 2021.12.08 07:01:28 -08'00'

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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



DAN JOHNSON
DIRECTOR

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

December 16, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of intergovernmental agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT-TSD) for the purposes of Safe Communities Grant Renewal

Purpose/ Outcomes	Approval of an intergovernmental agreement with the Oregon Department of Transportation to support the build out of a comprehensive marketing and outreach campaign materials with a particular focus on addressing driving under the influence of marijuana.
Dollar Amount and Fiscal Impact	The contract maximum is \$50,000. Grant match requirement is 20% and will be met with staff time.
Funding Source	Road Fund
Duration	At time of agreement execution and terminates on September 30, 2022
Previous Board Action	8/2/21: Approved lifecycle by County Administrator 12/14/21: Discussion item at issues
Strategic Plan Alignment	Ensure safe, healthy and secure communities. Build trust with good government
Counsel Review	11/22/2021-AN
Procurement Review	No. Item is a grant.
Contract No.	SA-22-25-08
Contact Person	Rob Sadowsky – Transportation Safety Outreach Coordinator

BACKGROUND:

The Department of Transportation and Development requests the authorization to enter into an intergovernmental agreement with the Oregon Department of Transportation to accept a renewal grant award of \$50,000 to provide educational outreach for the County's Drive to Zero program

which has a mission to eliminate fatal and serious injury crashes by 2035, and has been the recipient of ODOT-TSD funding since program inception in 2005.

This year's focus is on the issue of driving while under the influence of marijuana. Grant will also support overtime for enforcement campaigns that correlate to goals in the Transportation Safety Action Plan (TSAP) such as school zone enforcement in Lake Oswego and Minor Decoy Operations with the Oregon Liquor Control Commission.

The agreement is effective at time of execution through September 30, 2022. The one-year contract maximum is \$50,000.

County Counsel reviewed the contract on 11/22/2021 and requested some amendments related to co-ownership of materials and resolution of disagreements. However, since this funding is federal funds passed through ODOT, changes to the contractual language is extremely complicated and may not be possible. These are clauses that we have accepted in the past, with similar concerns. ODOT did agree to bring these to the attention of the U.S. Department of Transportation for possible changes in future grants. However, we recommend proceeding without these changes for this cycle.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Intergovernmental Agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT-TSD) for the purposes of Safe Communities Grant Renewal.

Respectfully submitted,

Rob Sadowsky

Rob Sadowsky,
Transportation Safety Outreach Coordinator
Department of Transportation and Development

OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Office Grant Agreement
(Federal Funded only)

This Transportation Safety Office Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office hereinafter referred to as ODOT or Agency, and Clackamas Co. Dept. of Transportation Development, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

Agreement Terms and Conditions

1. Effective Date. This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2021, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2021** through and including **September 30, 2022** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

2. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.
The Agreement Terms and Conditions set forth herein
Exhibit A Project Description
Exhibit B ODOT Grant Budget and Cost Sharing
Exhibit D - INFORMATION REQUIRED BY **2 CFR § 200.332(a)(1)**.

All of the Exhibits attached hereto are incorporated herein by this reference.

3. Grant Award. In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$50,000** (the "Grant Funds") for eligible costs of the Project.

4. Project.

a. Description. The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

b. Project Change Procedures. Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding agency (identified in

Section 8 of this Agreement) if the end of the grant award year is involved.

c. Conditions of Project Approval. [RESERVED].

5. Grant Funds.

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

b. Eligible Project Costs. The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

c. Reimbursement. ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

d. Conditions Precedent to Reimbursement.

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

e. Availability of Federal Funds. The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each

or collectively the "Federal Funding Agency") by statute or administrative action.

6. Project Reporting and Management. Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

a. Project Director Responsibilities. The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period.

The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

b. Travel. Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel

reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

c. Development of Print or Production Materials.

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set

forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

d. Equipment Purchased with Grant Funds.

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

7. Final Report. Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

a. Objective and Activities. A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

b. Costs. A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

c. Implementation. Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

d. Evaluation. Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

e. Completed Data Table. Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

8. Recovery of Grant Funds.

a. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

b. Audit.

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

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

9. General Representation and Warranties of Grantee. Grantee represents and warrants to ODOT as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right

to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Gratuities. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Records Maintenance and Retention.

a. Records, Access to Records and Facilities.

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books,

documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

11. Sub-agreements.

a. Subcontractors. Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

b. Terms of Subcontracts. Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;
- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and
- (iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal

Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

c. Conditional Terms. Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
- (v) Any additional terms required by federal law and set forth in Exhibit C.

d. Subcontractor Indemnity/Insurance.

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6.**

12. Termination

a. Termination by Agency. Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

c. Termination by Either Party. If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

13. Default.

a. Grantee Default. Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
 - (ii) Grantee fails to cure any performance as provided in Section 12.c;
 - (iii) Grantee fails to perform any other obligation required under this Agreement; or
 - (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

14. Remedies.

a. Agency Remedies. Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 8**.

No remedy available to 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 Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

b. Grantee Remedies. In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

15. General Provisions.

a. Contribution.

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

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

(iii) With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as

well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

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

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |
listed on page 1 of this Agreement.

Attn: Project Director: As listed in application.

ODOT

ODOT Contact: Walt McAllister

g. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

h. Compliance with Law. Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

i. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

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

l. Integration and Waiver. This Agreement, and the attached Exhibits, constitute the entire Agreement

between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any

provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

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

STATE OF OREGON acting by and through its Department of Transportation

Signature: _____

Transportation Safety Office Manager, ODOT-TSO

Date: _____

Print Name: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Sam Zeigler per email dated 9/9/21

Sam Zeigler, Assistant Attorney General

GRANTEE: Project Director:

Signature: Joseph F. Marek
 Digitally signed by Joseph F. Marek
Date: 2021.12.09 07:53:10 -08'00'

Date: 12/09/2021

Print Name and Title: Joseph Marek, Traffic Engin

GRANTEE: Designated Alternate:

Signature: 

Date: 12/09/2021

Print Name and Title: Mike Bezner, Assistant Director

GRANTEE: Authorizing Official:

Signature: _____

Date: _____

Print Name and Title: _____



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Office

EXHIBIT A
GRANT PROJECT APPLICATION

Project No: SA-22-25-02

Project Name: CLACKAMAS COUNTY SAFE COMMUNITY

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

I. Project Description

The Clackamas County Drive to Zero Program will build a marketing and communications campaign focused on reducing driving while using marijuana in partnership with Clackamas County's Health, Housing and Human Services department, Montana State University's Center for Health and Safety, and ODOT.

II. Problem Statement

A. Describe the problem(s) this project will try to impact:
(Describe the problem(s) you intend to impact with this grant.)

The County's Drive to Zero initiative is an inspiring but daunting goal - to eliminate fatal and serious injury crashes by 2035. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. Rural communities present unique challenges that cannot be addressed in the same way as more urbanized areas. While 20% of the County's population lives in communities served by rural roads, 45% of our fatal and serious crashes are on rural roads.

Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county. The following are elements integrated into Clackamas County's Transportation and Development Department's Strategic plan:

SAFE ROADS:

The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operate the County's 1,400 miles of roads and 180 bridges. We will continue to focus our available funds to provide a safe, accessible and smooth-

running transportation system.

COMMUNITY ENGAGEMENT:

The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, programs and services.

Additionally, the County's Community Health Improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity.

The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC as well as investing in local police efforts to target speeding in school zones.

- B. Provide summary data about the problem(s):
(Give summary data regarding the problem as it exists in your jurisdiction.)

From 2009 to 2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. All other crashes represented 29,765 people. 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas. Over the past seven years, reported total crashes (30%), and reported serious injury crashes (25%) have generally increased in the County. This increase has outpaced the county's population growth of 4% over the same time.

The county's top three F&SI crash factors continue to be Roadway Departure, Young Drivers and Aggressive Driving. While the rankings have changed, these have remained the top three. Other areas of high crash causes include alcohol/drugs, motorcyclists, bicyclists, pedestrians and older drivers.

We have anecdotal evidence from enforcement officers that there is a rise in driving while impaired by marijuana.

- C. List current activities and associated agencies already involved in solving the problem(s):
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

This list includes current efforts and efforts completed in recent years. Current efforts/plans are listed first:

- Drive to Zero Campaigns (focus 2021 on Distracted Driving): (DTZ, CCPGA, ODOT)
- Drive to Zero Advisory Committee (CCTSC/CCDTD/CCSCW, CCSO, CCPHD, CCFD#1, CCPGA, AMR, OI, NWFS, CCPC)
- Safety Street Activity Booth and Safety Cars (DTZ, Lake Oswego Parks & Rec, CCFD#1, Molalla Community that Cares, Milwaukie First Friday, Clackamas County Fair, Milwaukie CARE Free Day)
- Enhanced Enforcement Patrols (Lake Oswego Police Department, Oregon City Police Department)
- Social Media outreach through Facebook, Twitter and Instagram (DTZ, CCPGA)
- Data Gathering and Integration - (CCDTD/CCSO/CCOM/AMR/GIS/Leidos, CCPH)
- DTZ Art Contest and Marketing Campaign: (DTZ/CCTSC, Pamplin Newspaper, CCPGA, State Farm Insurance)
- Traffic Calming-moveable radar signs-yard signs (CCDTD, CCTSC, CCSO)
- School Education Programs (DTZ, CCPC, Various High Schools)
- Driver Education Presentations (DTZ/Driver Education Program/LaSalle, Milwaukie, Clackamas, Putnam, Oregon City and West Linn high schools)
- Child safety seat checks (OI/Safe Kids)
- Constructing traffic safety projects (CCDTD)
- Assembly presentations at schools on the risks of driving while under the influence (Molalla, Oregon City, Gladstone, Lake Oswego, Clackamas City)

DTZ=Clackamas Drive to Zero Program
CCTSC=Clackamas County Traffic Safety Commission
CCDTD=Clackamas County Dept. of Transportation & Development
CCPC=Clackamas County Prevention Coalition
CCPHD=Clackamas County Public Health Office
CCSO=Clackamas County Sheriff's Office
CCFD#1=Clackamas County Fire District #1
CCPGA=Clackamas County Public Government Affairs
AMR=American Medical Response
OI=Oregon Impact
NWFS=Northwest Family Services

III. Objectives

(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.

The following are examples:

“To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys.”

“To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004.”

“To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004.”

“To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location.”

	Start Date	End Date	Objective
1.	10/01/2021	9/30/2022	Develop and launch campaign to reduce driving while impaired with marijuana.
2.	10/01/2021	9/30/2022	Reduce crashes related to driving while impaired with marijuana to zero by 2035.
3.	10/01/2021	9/30/2022	Reduce sales of marijuana to minors.

IV. Proposed Activities

A. Major Activities

*(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description **what** will be done, **who** will do it, and **who** will be affected.)*

	Start Date	End Date	Activity
1.	10/01/2021	12/31/2021	Conduct training on Positive Culture Framework with Montana State University's Center for Health and Safety
2.	10/01/2021	12/31/2021	Conduct research on driving while impaired with marijuana with Montana State University's Center for Health and Safety
3.	10/01/2021	12/31/2021	Develop and post consultant RFP.
4.	1/01/2022	3/15/2022	Select consultant for campaign development and launch.
5.	10/01/2021	9/30/2022	Partner with OLCC, CCSO and other partner agencies on minor decoy operations for marijuana (dependent on OLCC having program in place).
6.	3/16/2022	6/30/2022	Develop campaign and assets for launch.

7.	7/01/2022	9/30/2022	Launch campaign and test drive community engagement at County Fair.
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Plans for sharing the project activities with others:

The project main goal is to reach as many people as we can. We will use social media, earned media, purchased media, and direct community engagement to achieve these goals. We would be happy to present at ODOT Safety Conference and expect to submit for a presentation at the National Safety Center's Lifesavers Conference in April 2023.

B. Coordination

(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)

Is coordination with outside agencies or groups required? If **yes**, check here:

1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:

Name/role of groups and agencies involved:

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas Sheriff's Office, Canby Police, Oregon City Police, Gladstone Police, City of Milwaukie, Molalla Police, OLCC, AMR, Clackamas Public Health Office, Clackamas Health, Housing an

2) Fill this if you did not check the box above:

Ability to complete the project independently:

C. Continuation

Plans to continue the project activities after funding ceases:

The program receives the majority of funding from Clackamas County - general fund - and is able to continue if ODOT-TSO funding ceases.

V. Evaluation Plan

A. Evaluation Questions

(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or

potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)

	Evaluation Question
1.	Did program launch? If not, why not? If so, what went well? What could be improved?
2.	How many events were held for community engagement and education? How were they received? How many attended? Were there useful results?
3.	How many people were reached through community engagement events and presentations? Were there people that should have been reached?
4.	How many minor decoy enforcement operations were completed? How many were cited or otherwise affected? What was the community acceptance?
5.	What are the analytics of campaign from website views, social media posts likes and shares?

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

2. Data System

Describe how the data will be collected, stored, and tabulated:

Our TSOC will maintain records of stories through a log book and map that will showcase where engaged partners are located. Crash data will be pulled from available reports. Enforcement activity data will be compiled in a data table.

C. Evaluation Design

Describe how the data will be analyzed:

Reports will be submitted to the Drive To Zero Advisory Committee and Transportation Safety Commission for evaluation.

D. Project Evaluation Preparation

A Project Evaluation Report will be submitted to TSO following the requirements given in the Agreements and Assurances.

VI. Grant Project Budget Summary

A. List of major budget items:

Graphic design and campaign development.
 Printing.
 Training.
 Labor and benefits.

B. Budget Allotment

The agency named in this document hereby applies for \$50,000.00 in Transportation Safety funds to be matched with \$20,637.00 in funds from source Local match to carry out a traffic safety project described in this document.

VII. Budget and Cost Sharing

(Complete Form 737-1003 Budget and Cost Sharing. You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

VIII. Exhibits

A. Exhibit A: Data Table

(To be developed at a later date.)

B. Exhibit B: Job Descriptions

(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)

C. Exhibit C: Contracts or Service Agreements

(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSO to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)

IX. Agreements and Assurances

(READ, sign and attach to the grant project application.)

X. Approval Signatures

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized.

The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.

A. Agency Information

Agency Name*: Clackamas Co. Dept. of
Transportation Development

Street Address: 150 Beaver Creek Road

City: Oregon City

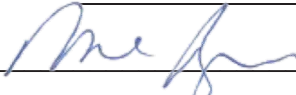
State: OR

Zip: 97045

B. Project Director

First Name: Joseph Last Name: Marek
Title: Director of Safe Communities Email: joem@co.clackamas.or.us
Phone: (503) 742-4705 Fax: (503) 742-4659
Street Address: 150 Beaver Creek Road
City: Oregon City
State: OR
Zip: 97045
Signature: Joseph F. Marek Digitally signed by Joseph F. Marek
Date: 2021.12.09 07:53:30 -08'00' Date: 12/09/2021

C. Authorizing Official of Agency Completing Application

First Name: Mike Last Name: Bezner
Title: Asst. Director of Transportation Email: mikebez@co.clackamas.or.us
Phone: (503) 742-4651 Fax: (503) 742-4659
Street Address: 150 Beaver Creek Road
City: Oregon City
State: OR
Zip: 97045
Signature:  Date: 12/09/2021

*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation
Transportation Safety Office
4040 Fairview Industrial Drive SE - MS 3
Salem, OR 97302-1142
Email completed electronic copy to your TSO Program Manager.

EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project No.: SA-22-25-02
 Project Name: CLACKAMAS COUNTY SAFE COMMUNITY
 Agency: Clackamas Co. Dept. of Transportation Development

Project Period: 10/01/21 (From) - 09/30/22 (To)
 (Office Use Only)

Grant Adjustment #: 0
 Grant Adjust. Effective Date: 9/30/2021
 Project Yr. (1-2-3, Ongoing): SECOND

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

TSO FUNDS	MATCH	TOTAL
\$0.00	\$10,636.58	\$10,636.58
\$3,250.00	\$0.00	\$3,250.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$3,000.00	\$0.00	\$3,000.00
\$0.00	\$0.00	\$0.00

1. Personnel Costs*

A. Staff assigned and estimated hours:

Transp. Safety Outreach Coordinator	Hours	Rate	Total Cost
150.00 @ \$ 64.79 /hr = \$			9,718.50
8.00 @ \$ 114.76 /hr = \$			918.08
0.00 @ \$ - /hr = \$			-
0.00 @ \$ - /hr = \$			-
0.00 @ \$ - /hr = \$			-
0.00 @ \$ - /hr = \$			-
Staff Subtotal \$			10,636.58

B. Overtime

Targeted Law Enforcement	Hours	Rate	Total Cost
50.00 @ \$ 65.00 /hr = \$			3,250.00
0.00 @ \$ - /hr = \$			-
Overtime Subtotal \$			3,250.00

C. Volunteer Time

	Hours	Rate	Total Cost
0.00 @ \$ - /hr = \$			-
0.00 @ \$ - /hr = \$			-
Volunteer Subtotal \$			-

2. Personnel Benefits

A.	Unit Cost	# of Units	Total Cost
\$ - @		0 =	\$ -
\$ - @		0 =	\$ -
Benefits Subtotal \$			-

3. Equipment

A.	Unit Cost	# of Units	Total Cost
\$ - @		0 =	\$ -
\$ - @		0 =	\$ -
\$ - @		0 =	\$ -
\$ - @		0 =	\$ -
Equipment Subtotal \$			-

4. Materials/Printing

A.	Unit Cost	# of Units	Total Cost
\$ 3,000.00 @		1 =	\$ 3,000.00
\$ - @		0 =	\$ -
\$ - @		0 =	\$ -
Materials Subtotal \$			3,000.00

5. Overhead/Indirect Costs

A.	Unit Cost	# of Units	Total Cost
\$ - @		0 =	\$ -
\$ - @		0 =	\$ -
Overhead Subtotal \$			-

EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project Number: CLACKAMAS COUNTY SAFE

6. Other Project Costs	Unit Cost	# of Units	Total Cost
A. Travel In-State	\$ - @	0 =	\$ -
B. Travel Out-of-State (specify)***:			
C. Office Expenses (supplies, photocopy, telephone, postage)	\$ - @	0 =	\$ -
D. Other Costs (specify):	\$ - @	0 =	\$ -
1.)	\$ - @	0 =	\$ -
2.)	\$ - @	0 =	\$ -
3.)	\$ - @	0 =	\$ -
4.)	\$ - @	0 =	\$ -
5.)	\$ - @	0 =	\$ -
Other Project Costs Subtotal			\$ -

7. Consultation/Contractual Services **	Unit Cost	# of Units	Total Cost
A. Design and Communications Services: 1	\$ 43,750.00 @	1 =	\$ 43,750.00
B. PCF Consulting Services: MSU	\$ 10,000.00 @	1 =	\$ 10,000.00
Consultation/Contractual Services Total			\$ 53,750.00

8. Mini-Grants ***	ISO	Match
A.	\$ -	\$ -
B.	\$ -	\$ -
C.	\$ -	\$ -
D.	\$ -	\$ -
E.	\$ -	\$ -
F.	\$ -	\$ -
G.	\$ -	\$ -
H.	\$ -	\$ -
Mini-Grants Subtotals		\$ -

TOTAL

COST SHARING BREAKDOWN

1. TSO Funds	\$ 50,000.00	71%
2. Match: State		
3. Match: Local	\$ 20,636.58	29%
4. Match: Other (specify)		
a.)		
b.)		
c.)		
5. TOTAL COSTS	\$ 70,636.58	100%

TSO FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$43,750.00	\$10,000.00	\$53,750.00
\$50,000.00	\$20,636.58	\$70,636.58

Budget Comments:

* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.

** TSO approval required prior to expenditures.

EXHIBIT C
SUMMARY OF FEDERAL REQUIREMENTS
ANNUAL FFY CERTIFICATIONS AND ASSURANCES
FOR HIGHWAY SAFETY GRANTS
(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)

***Additional Required Federal Terms and Conditions for
Grants funded with Federal Funds***

General Applicability and Compliance. Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards. Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Audits.

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

7. Federal Intellectual Property Rights Notice. The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

a. The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

8. Uniform Guidance and Administrative Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

b. Procurement Standards. When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

9. Federal Whistleblower Protection. Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

10. Nondiscrimination. Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

11. Buy America Act. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

12. Prohibition on Using Grant Funds to Check for Helmet Use. The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

13. Political Activity (Hatch Act). The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Certification Regarding Federal Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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

15. Restriction on State Lobbying. None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment and Suspension.

Instructions for Primary Tier Participant Certification (States)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- 1.** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT D
INFORMATION REQUIRED BY 2 CFR § 200.332(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier): Clackamas Co. Dept. of Transportation Development
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A375203000040200RO
4. Federal Award Date: 10/01/2021
5. Sub-award Period of Performance Start and End Date: From 10/01/2021 to 09/30/2022
6. Sub-award Budget Period Start and End Date: From 10/01/2021 to 09/30/2022
7. Total Amount of Federal Funds Obligated by this Agreement: \$50,000
8. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$70,909
9. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$70,909
10. Federal award project description: The Clackamas County Drive to Zero Program will build a marketing and communications campaign focused on reducing driving while using marijuana in partnership with Clackamas County's Health, Housing and Human Services department, Montana State University's Center for Health and Safety, and ODOT..
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: NHTSA
 - (b) Name of pass-through entity: ODOT Transportation Safety Office
 - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
12. Assistance Listings Number and Title: 20.600 - FAST Act NHTSA 402
Amount: \$50,000
13. Is Award Research and Development? Yes No
14. Indirect cost rate for the Federal award: _____%

*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X Grantee is a subrecipient ___ Grantee is a vendor ___ Not Applicable



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Office

Reports And Claims Due Dates

Project No.: SA-22-25-02

Project Title: CLACKAMAS COUNTY SAFE COMMUNITY

Calendar: FEDERAL FISCAL YEAR 2022

Grant Year: 2022

Reports/Claims

Due Dates

First Quarter (October 01 - December 31)

Quarterly Reports	Monday, January 10, 2022
Claims for Reimbursement	Saturday, February 5, 2022

Second Quarter (January 01 - March 31)

Quarterly Reports	Sunday, April 10, 2022
Claims for Reimbursement	Thursday, May 5, 2022

Third Quarter (April 01 - June 30)

Quarterly Reports	Sunday, July 10, 2022
Claims for Reimbursement	Thursday, August 4, 2022

Fourth Quarter (July 01 - September 30)

Quarterly Reports	Monday, October 10, 2022
Claims for Reimbursement	Friday, November 4, 2022

Project Evaluation Report (October 01 - September 30)

Evaluation Report Due	Friday, November 4, 2022
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Claims for Reimbursement (October 01 - September 30)

Final Claims	Friday, November 4, 2022
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Note: Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSO Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSO Program Manager.

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

Project Director's Name: Joseph Marek

Project Director's Signature: Joseph F. Marek Digitally signed by Joseph F. Marek
Date: 2021.12.09 07:53:50 -08'00' **Date:** 12/09/2021

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

_____ Women
_____ Persons with Disabilities
_____ African-Americans
_____ Hispanics
_____ Asians or Pacific Islanders
_____ American Indians
_____ Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

_____ Women
_____ Persons with Disabilities
_____ African-Americans
_____ Hispanics
_____ Asians or Pacific Islanders
_____ American Indians
_____ Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 9th day of December, 2021, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Joseph F.
Marek

Digitally signed by Joseph
F. Marek
Date: 2021.12.09
07:54:01 -08'00'

Signature

Printed Name: Joseph Marek

Title: Traffic Engineer

¹ "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



DAN JOHNSON
DIRECTOR

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

December 16, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Oregon Department of Transportation – Transportation Safety Division (ODOT_TSD)
for the purposes of Pedestrian Safety Marketing and Enforcement Campaign

Purpose/ Outcomes	Approval of an intergovernmental agreement with the Oregon Department of Transportation for educational outreach with a focus on pedestrian and crosswalk safety.
Dollar Amount and Fiscal Impact	The contract maximum is \$20,909.04. Grant match requirement is 20% and will be met with staff time.
Funding Source	Road Fund
Duration	At time of agreement execution and terminates on September 30, 2022
Previous Board Action	07/27/21: Approved lifecycle by County Administrator 12/14/21: Discussion item at issues
Strategic Plan Alignment	Ensure safe, healthy and secure communities. Build trust with good government
Counsel Review	11/22/2022-AN
Procurement Review	No. Item is a grant.
Contract No.	PS-22-68-11 003
Contact Person	Rob Sadowsky – Transportation Safety Outreach Coordinator

BACKGROUND:

The Department of Transportation and Development requests the authorization to enter into an intergovernmental agreement with the Oregon Department of Transportation to accept a grant award of \$20,909.04 to provide educational outreach for the County’s Drive to Zero program which has a mission to eliminate fatal and serious injury crashes by 2035.

This special grant will the issue of pedestrian and crosswalk safety. The grant will support local enforcement agencies to participate in enforcement efforts to educate people driving through our

county about pedestrian safety. The outreach efforts will focus on areas where there are a concentrated amount of pedestrian involved crashes and near schools and business districts.

The agreement is effective at time of execution through September 30, 2022. The one-year contract maximum is \$20,090.04.

County Counsel reviewed the contract on 11/22/2021 and requested some amendments related to co-ownership of materials and resolution of disagreements. However, since this funding is federal funds passed through ODOT, changes to the contractual language is extremely complicated and may not be possible. These are clauses that we have accepted in the past, with similar concerns. ODOT did agree to bring these to the attention of the U.S. Department of Transportation for possible changes in future grants. However, we recommend proceeding without these changes for this cycle.

RECOMMENDATION:

Staff respectfully recommends the Board approve the Intergovernmental Agreement with the Oregon Department of Transportation – Transportation Safety Division (ODOT_TSD) for the purposes of Pedestrian Safety Marketing and Enforcement Campaign.

Respectfully submitted,

Rob Sadowsky

Rob Sadowsky,
Transportation Safety Outreach Coordinator
Department of Transportation and Development

OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Office Grant Agreement
(Federal Funded only)

This Transportation Safety Office Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Office hereinafter referred to as ODOT or Agency, and Clackamas Co. Dept. of Transportation Development, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

Agreement Terms and Conditions

1. Effective Date. This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2021, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2021** through and including **September 30, 2022** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

2. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.
The Agreement Terms and Conditions set forth herein
Exhibit A Project Description
Exhibit B ODOT Grant Budget and Cost Sharing
Exhibit D - INFORMATION REQUIRED BY **2 CFR § 200.332(a)(1)**.

All of the Exhibits attached hereto are incorporated herein by this reference.

3. Grant Award. In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$20,909** (the "Grant Funds") for eligible costs of the Project.

4. Project.

a. Description. The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

b. Project Change Procedures. Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and may need approval of the funding agency (identified in

Section 8 of this Agreement) if the end of the grant award year is involved.

c. Conditions of Project Approval. [RESERVED].

5. Grant Funds.

a. Use of Grant Funds. The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

b. Eligible Project Costs. The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

c. Reimbursement. ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

d. Conditions Precedent to Reimbursement.

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

- (i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;
- (ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and
- (iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

e. Availability of Federal Funds. The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA) and the Federal Highway Administration (FHWA) (each

or collectively the "Federal Funding Agency") by statute or administrative action.

6. Project Reporting and Management. Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

a. Project Director Responsibilities. The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period.

The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

b. Travel. Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing Government Services Administration (GSA) travel

reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

c. Development of Print or Production Materials.

(i) **Agency Rights.** Grantee *shall* provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements of the Federal or State Funding Agency, including those set

forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

d. Equipment Purchased with Grant Funds.

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

7. Final Report. Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The report may be no more than ten pages and must include the following elements:

a. Objective and Activities. A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

b. Costs. A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

c. Implementation. Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

d. Evaluation. Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

e. Completed Data Table. Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

8. Recovery of Grant Funds.

a. Recovery of Grant Funds. Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

b. Audit.

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

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

9. General Representation and Warranties of Grantee. Grantee represents and warrants to ODOT as follows:

a. Organization and Authority. Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right

to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. No Gratuities. Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Records Maintenance and Retention.

a. Records, Access to Records and Facilities.

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books,

documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

b. Retention of Records. Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

c. Expenditure Records. Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

11. Sub-agreements.

a. Subcontractors. Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

b. Terms of Subcontracts. Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;
- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and
- (iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal

Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

c. Conditional Terms. Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000; and
- (v) Any additional terms required by federal law and set forth in Exhibit C.

d. Subcontractor Indemnity/Insurance.

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subgrantees"), nor any attorney engaged by Grantee's Subgrantee(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General.

The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee's Subgrantee is prohibited from defending State or that Grantee's Subgrantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee's Subgrantee if the State elects to assume its own defense.

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6.**

12. Termination

a. Termination by Agency. Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

b. Termination by Grantee. Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

- (i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or
- (ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding

under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

c. Termination by Either Party. If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

13. Default.

a. Grantee Default. Any of the following constitutes a default by Grantee under this Agreement:

- (i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;
 - (ii) Grantee fails to cure any performance as provided in Section 12.c;
 - (iii) Grantee fails to perform any other obligation required under this Agreement; or
 - (iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
- b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

14. Remedies.

a. Agency Remedies. Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

- (i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;
- (ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as provided in **Section 8**.

No remedy available to 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 Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

b. Grantee Remedies. In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

15. General Provisions.

a. Contribution.

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

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

(iii) With respect to a Third Party Claim for which Grantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as

well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

c. Amendments. This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

d. Duplicate Payment. Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

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

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address |
listed on page 1 of this Agreement.

Attn: Project Director: As listed in application.

ODOT

ODOT Contact: Tiana Tozer

g. Governing Law, Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

h. Compliance with Law. Grantee shall comply with all applicable federal (including those set forth in **Exhibit C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

i. Independent Contractor. Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

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

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

l. Integration and Waiver. This Agreement, and the attached Exhibits, constitute the entire Agreement

between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any

provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

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

STATE OF OREGON acting by and through its Department of Transportation

Signature:

Transportation Safety Office Manager, ODOT-TSO

Date: _____

Print Name: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Sam Zeigler per email dated 9/9/21

Sam Zeigler, Assistant Attorney General

GRANTEE: Project Director:

Signature: **Joseph F. Marek** _____
Digitally signed by Joseph F. Marek
Date: 2021.12.09 08:02:58 -08'00'

Date: 12/08/2021

Print Name and Title: Joseph Marek, Traffic Engr.

GRANTEE: Designated Alternate:

Signature: 

Date: 12/09/2021

Print Name and Title: Mike Bezner, Assistant Director

GRANTEE: Authorizing Official:

Signature: _____

Date: _____

Print Name and Title: _____



OREGON DEPARTMENT OF TRANSPORTATION
Transportation Safety Office

EXHIBIT A
GRANT PROJECT APPLICATION

Project No: PS-22-68-11 003

Project Name: Clackamas County Pedestrian Safety Campaign

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

I. Project Description

The Clackamas County Drive to Zero Program and its Safe Routes to School Program propose to collaborate on a 15-month pedestrian safety campaign in partnership with local towns, police districts and business districts to address the problem of failure to yield at a crosswalk for pedestrians. We will work closely with ODOT's pedestrian safety team to develop materials and hold supported events targeting those area in the County that have the greatest number of pedestrian crashes.

II. Problem Statement

- A. Describe the problem(s) this project will try to impact:
(Describe the problem(s) you intend to impact with this grant.)

The County's Drive to Zero initiative is an inspiring but daunting goal - to eliminate fatal and serious injury crashes by 2035. To be successful, we need active partners throughout the county that will engage in the implementation of various elements and work toward the behavioral change that is necessary. Rural communities present unique challenges that cannot be addressed in the same way as more urbanized areas. While 20% of the County's population lives in communities served by rural roads, 45% of our fatal and serious injury crashes are on rural roads. Ultimately, the problem we are trying to impact is the number of fatalities and serious injuries due to traffic crashes in the county. The following are elements integrated into Clackamas County's Transportation and Development Department's Strategic Plan:

Safe Roads: The public expects a safe transportation system that supports a healthy, thriving community. This is often challenging as historically we have had to cope with limited resources to maintain and operated the county's 1,400 miles of roads and 180 bridges. We will continue to focus our available funds to provide a safe, accessible and

smooth-running transportation system.

Community Engagement: The needs and desires of urban and rural residents of the County sometimes differ. The department needs to continue and expand on our communications and community outreach regarding our services to make sure we are reaching customers across the county. Recent social media campaigns and educational efforts have increased the use of our services and improved our ability to proactively communicate with residents about department projects, programs and services. Additionally, the County's Community Health improvement Plan seeks to integrate crash prevention as a strategy to saving lives and active transportation as a means toward increased physical activity. The Drive to Zero team has been the catalyst for minor decoy operations with local law enforcement and OLCC as well as investing in local police efforts to target speeding in school zone.

- B. Provide summary data about the problem(s):
(Give summary data regarding the problem as it exists in your jurisdiction.)

From 2009-2015, 183 people were killed in traffic crashes in Clackamas County. Another 795 people suffered serious, potentially life-altering injuries. All other crashes represented 29,765 people. 45% of reported severe crashes occurred in rural areas, while 20% of the population lives in rural areas. Over the past seven years, reported total crashes (30%), and reported serious injury crashes (25%) have generally increased in the County. This increase has outpaced the county's population growth of 4% over the same time.

The county's top three F&A crash factors continue to be Roadway Departure, Young Drivers and Aggressive Driving. While the ranking have changed, these have remained the top three. Other areas of high crash causes include alcohol/drugs, motorcyclists, bicyclists, pedestrians and older drivers.

16% of serious and fatal crashes involved a pedestrian or bicyclist during this same time period.

- C. List current activities and associated agencies already involved in solving the problem(s):
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

Clackamas County currently has numerous programs and efforts going including drive to zero in addition to partnering with eleven agencies.

III. Objectives

(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.)

The following are examples:

“To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys.”

“To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004.”

“To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004.”

“To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location.”

	Start Date	End Date	Objective
1.	10/01/2021	9/30/2022	To launch a campaign to increase compliance by drivers of crosswalk laws, particularly stopping at crosswalks for pedestrians.
2.	10/01/2021	9/30/2022	To develop partnerships with 4-6 local towns and municipalities along with their high schools, police departments and business districts to increase community engagement on pedestrian safety.
3.	10/01/2021	9/30/2022	To partner with ODOT on building effective pedestrian and driver education to increase compliance of crosswalk laws and reduce serious and fatal crashes involving pedestrians.

IV. Proposed Activities

A. Major Activities

(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)

	Start Date	End Date	Activity
1.	10/01/2021	9/30/2022	Conduct network screening around pedestrian crashes and focus on insights from that data work along with reviewing specific crash reports so we are considering the technical side.

2.	10/01/2021	9/30/2022	Meet with potential partners to line up formal participation in the program.
3.	10/01/2021	9/30/2022	Identify target locations for enforcement events and targeted education programs based on Activity 1 above, our current TSAP, Capital Improvement Program and SRTS Plan.
4.	7/01/2022	9/30/2022	Identify target locations for activities based on completion of data analysis conducted through the county's revision of the Bicycle and Pedestrian Plan.
5.	10/01/2021	9/30/2022	Develop marketing and communications plan including earned media, social media and press events.
6.	7/01/2022	9/30/2022	Conduct 4-6 public enforcement events that would highlight the crosswalk laws and encourage compliance in partnership with community partners identified in step 2.
7.	10/01/2021	9/30/2022	Identify opportunities in collaboration with Clackamas County Sheriff's Office for joint programs and enforcement events outside of partner towns and municipalities involvement.
8.	7/01/2022	9/30/2022	Hire seasonal employees to assist in community education and engagement at fairs, festivals and events and schedule their engagement for the summer of 2022. Participate in 6-10 events including the Clackamas County Fair in August.

Plans for sharing the project activities with others:

The project main goal is to reach as many people as we can. We will use social media, earned media, purchased media, and direct community engagement to achieve these goals. We would be happy to present at ODOT Safety Conference and expect to submit for a presentation at the National Safety Center's Lifesavers Conference in April 2023.

B. Coordination

(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)

Is coordination with outside agencies or groups required? If **yes**, check here:

1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:

Name/role of groups and agencies involved:

Oregon Impact, Northwest Family Youth Services, Clackamas Fire #1, Clackamas County Sheriff Office, Canby Police, Oregon City Police, Gladstone Police, City of Milwaukie, Molalla Police, OLCC, AMR, Clackamas Public Health Office, Clackamas Health . . .

2) Fill this if you did not check the box above:

Ability to complete the project independently:

[Empty box for text input]

C. Continuation

Plans to continue the project activities after funding ceases:

The program receives the majority of funding from Clackamas County - general fund - and is able to continue if ODOT-TSO funding ceases.

V. Evaluation Plan

A. Evaluation Questions

(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)

	Evaluation Question
1.	How many partners are engaged in the program including police districts, high schools, chamber of commerce, etc.?
2.	How many events were held for community engagement and education?
3.	How many people were reached through community engagement events and presentations?
4.	How many enforcement operations were completed? How many friendly warnings or citations were issued?
5.	How many events are scheduled for the following ODOT fiscal year for year 2 of the program from 10/1/2022 to 9/30/2023.

B. Data Requirements

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

2. Data System

Describe how the data will be collected, stored, and tabulated:

The TSOC will maintain records of stories through a logbook and map that will showcase where engaged partners are located. Crash data will be pulled from available reports.

C. Evaluation Design

Describe how the data will be analyzed:

Reports will be submitted to the Drive To Zero Advisory Committee and Transportation Safety Commission for evaluation.

D. Project Evaluation Preparation

A Project Evaluation Report will be submitted to TSO following the requirements given in the Agreements and Assurances.

VI. Grant Project Budget Summary

A. List of major budget items:

Graphic design, printing, Safe Routes to School Consultant, labor and benefits.

B. Budget Allotment

The agency named in this document hereby applies for \$20,909.00 in Transportation Safety funds to be matched with \$5,722.00 in funds from source Clackamas County to carry out a traffic safety project described in this document.

VII. Budget and Cost Sharing

(Complete Form 737-1003 Budget and Cost Sharing. You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

VIII. Exhibits

A. Exhibit A: Data Table

(To be developed at a later date.)

B. Exhibit B: Job Descriptions

(Provide copy of job descriptions of all positions assigned to the project 500 hours or more paid with grant funds.)

C. Exhibit C: Contracts or Service Agreements

(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSO to determine whether the work to be accomplished is consistent with the objectives

of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)

IX. Agreements and Assurances

(*READ, sign and attach to the grant project application.*)

X. Approval Signatures

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized. **The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

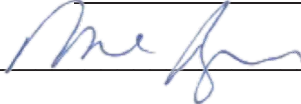
A. Agency Information

Agency Name*: Clackamas Co. Dept. of
Transportation Development
Street Address: 150 Beavercreek Road
City: Oregon City
State: OR
Zip: 97045

B. Project Director

First Name: Joseph Last Name: Marek
Title: Director of Safe Communities Email: joem@co.clackamas.
Phone: (503) 742-4705 Fax: (503) 742-4659
Street Address: 150 Beavercreek Road
City: Oregon City
State: OR
Zip: 97045
Signature: Joseph F. Marek Date: 12/08/2021
Digitally signed by Joseph F. Marek
Date: 2021.12.09
08:03:16 -08'00'

C. Authorizing Official of Agency Completing Application

First Name: Mike Last Name: Bezner
Title: Asst. Director of Transportation Email: mikebez@co.clackamas.or.us
Phone: (503) 742-4651 Fax: (503) 742-4659
Street Address: 150 Beaver Creek Road
City: Oregon City
State: OR
Zip: 97045
Signature:  Date: 12/09/2021

*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation
Transportation Safety Office
4040 Fairview Industrial Drive SE - MS 3
Salem, OR 97302-1142
Email completed electronic copy to your TSO Program Manager.

EXHIBIT B ODOT GRANT BUDGET AND COST SHARING

Project No.: PS-22-68-11.003
 Project Name: Clackamas County Pedestrian Safety Campaign
 Agency: Clackamas Co. Dept. of Transportation Development

Project Period: 10/01/21 (From) - 09/30/22 (To)
 (Office Use Only)

Grant Adjustment #: 0
 Grant Adjust. Effective Date: 10/11/2021
 Project Yr. (1-2-3, Ongoing):

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

1. Personnel Costs*

A. Staff assigned and estimated hours:				Hours	Rate	Total Cost
Transportation Safety Outreach Coordina	80.00	@	\$	64.79	/hr = \$	5,183.20
Bicycle and Pedestrian Planner	5.00	@	\$	107.67	/hr = \$	538.35
Safety Ambassadors	75.00	@	\$	32.00	/hr = \$	2,400.00
Traffic Safety Program Manager	4.00	@	\$	114.76	/hr = \$	459.04
	0.00	@	\$	-	/hr = \$	-
	0.00	@	\$	-	/hr = \$	-
				Staff Subtotal \$		8,580.59

B. Overtime				Hours	Rate	Total Cost
Targeted Law Enforcement	70.00	@	\$	65.00	/hr = \$	4,550.00
	0.00	@	\$	-	/hr = \$	-
				Overtime Subtotal \$		4,550.00

C. Volunteer Time				Hours	Rate	Total Cost
	0.00	@	\$	-	/hr = \$	-
	0.00	@	\$	-	/hr = \$	-
				Volunteer Subtotal \$		-

2. Personnel Benefits

	Unit Cost	# of Units	Total Cost
A.	-	@	0 = \$
B.	-	@	0 = \$
			Benefits Subtotal \$
			0

3. Equipment

	Unit Cost	# of Units	Total Cost
A.	-	@	0 = \$
B.	-	@	0 = \$
C.	-	@	0 = \$
D.	-	@	0 = \$
			Equipment Subtotal \$
			0

4. Materials/Printing

	Unit Cost	# of Units	Total Cost
A. Project Specific Printing	3,000.00	@	1 = \$
B.	-	@	0 = \$
C.	-	@	0 = \$
			Materials Subtotal \$
			3,000.00

5. Overhead/Indirect Costs

	Unit Cost	# of Units	Total Cost
A.	-	@	0 = \$
B.	-	@	0 = \$
			Overhead Subtotal \$
			0

TSO FUNDS	MATCH	TOTAL
\$2,859.04	\$5,721.55	\$8,580.59
\$4,550.00	\$0.00	\$4,550.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$3,000.00	\$0.00	\$3,000.00
\$0.00	\$0.00	\$0.00

EXHIBIT C
SUMMARY OF FEDERAL REQUIREMENTS
ANNUAL FFY CERTIFICATIONS AND ASSURANCES
FOR HIGHWAY SAFETY GRANTS
(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)

***Additional Required Federal Terms and Conditions for
Grants funded with Federal Funds***

General Applicability and Compliance. Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

1. Miscellaneous Federal Provisions. Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity. If this Agreement, including amendments, is for more than \$10,000, then Grantee shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000

then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards. Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

6. Audits.

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

7. Federal Intellectual Property Rights Notice. The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the Federal Funding Agency to Agency. The Grantee agrees that it has been provided the following notice:

a. The Federal Funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Project Work Product, and to authorize others to do so, for federal government purposes with respect to:

(i) The copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and

(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

8. Uniform Guidance and Administrative Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

b. Procurement Standards. When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

9. Federal Whistleblower Protection. Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

10. Nondiscrimination. Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

- discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;
- d.** That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e.** To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

11. Buy America Act. All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

12. Prohibition on Using Grant Funds to Check for Helmet Use. The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

13. Political Activity (Hatch Act). The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

14. Certification Regarding Federal Lobbying.

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

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

15. Restriction on State Lobbying. None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment and Suspension.

Instructions for Primary Tier Participant Certification (States)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

d. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

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

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

- 1.** The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2.** Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT D
INFORMATION REQUIRED BY 2 CFR § 200.332(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match the name associated with its unique entity identifier): Clackamas Co. Dept. of Transportation Development
2. Subrecipient unique entity identifier (e.g. DUNS number): 00-930-9324
3. Federal Award Identification Number (FAIN): 69A375213000040200RO
4. Federal Award Date: 10/01/2021
5. Sub-award Period of Performance Start and End Date: From 10/01/2021 to 09/30/2022
6. Sub-award Budget Period Start and End Date: From 10/01/2021 to 09/30/2022
7. Total Amount of Federal Funds Obligated by this Agreement: \$20,909
8. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$70,909
9. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$70,909
10. Federal award project description: The Clackamas County Drive to Zero Program and its Safe Routes to School Program propose to collaborate on a 15-month pedestrian safety campaign in partnership with local towns, police districts and business districts to address the problem of failure to yield at a crosswalk for pedestrians. We will work closely with ODOT's pedestrian safety team to develop materials and hold supported events targeting those area in the County that have the greatest number of pedestrian crashes..
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: NHTSA
 - (b) Name of pass-through entity: ODOT Transportation Safety Office
 - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
12. Assistance Listings Number and Title: 20.600 - FAST Act NHTSA 402
Amount: \$20,909
13. Is Award Research and Development? Yes No
14. Indirect cost rate for the Federal award: _____%

*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

**The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

Vendor or Sub-Recipient Determination

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X Grantee is a subrecipient ___ Grantee is a vendor ___ Not Applicable



Reports And Claims Due Dates

Project No.: PS-22-68-11 003

Project Title: Clackamas County Pedestrian Safety Campaign

Calendar: FEDERAL FISCAL YEAR 2022

Grant Year: 2022

Reports/Claims

Due Dates

Reports/Claims	Due Dates
First Quarter (October 01 - December 31)	
Quarterly Reports	Monday, January 10, 2022
Claims for Reimbursement	Saturday, February 5, 2022
Second Quarter (January 01 - March 31)	
Quarterly Reports	Sunday, April 10, 2022
Claims for Reimbursement	Thursday, May 5, 2022
Third Quarter (April 01 - June 30)	
Quarterly Reports	Sunday, July 10, 2022
Claims for Reimbursement	Thursday, August 4, 2022
Fourth Quarter (July 01 - September 30)	
Quarterly Reports	Monday, October 10, 2022
Claims for Reimbursement	Friday, November 4, 2022
Project Evaluation Report (October 01 - September 30)	
Evaluation Report Due	Friday, November 4, 2022
Claims for Reimbursement (October 01 - September 30)	
Final Claims	Friday, November 4, 2022

Note: Claim reimbursement for any quarter will not be processed until the quarterly report has been received and signed by the TSO Program Manager.

If you file monthly claims, the last monthly claim for the quarter will not be paid unless the quarterly report has been received and signed by the TSO Program Manager.

The undersigned agree that the information included above has been reviewed and the required due dates and final deadlines are understood.

Project Director's Name: Joseph Marek

Project Director's Signature: Joseph F. Marek Digitally signed by Joseph F. Marek
Date: 2021.12.09 08:03:41 -08'00' **Date:** 12/08/2021

RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons¹ in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1. The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

_____ Women
_____ Persons with Disabilities
_____ African-Americans
_____ Hispanics
_____ Asians or Pacific Islanders
_____ American Indians
_____ Alaskan Natives

2. The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

_____ Women
_____ Persons with Disabilities
_____ African-Americans
_____ Hispanics
_____ Asians or Pacific Islanders
_____ American Indians
_____ Alaskan Natives

3. The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 8th day of December, 2021, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Joseph F.
Marek

Digitally signed by Joseph
F. Marek
Date: 2021.12.09
08:03:51 -08'00'

Signature

Printed Name: Joseph Marek

Title: Traffic Engineer

¹ "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.



DAN JOHNSON
DIRECTOR

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

December 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Federal Lands Access Program
Project Memorandum of Agreement Amendment 0001
with Western Federal Lands Highway Division for the
Lolo Pass Road Stabilization and Surface Preservation Project

Purpose/Outcomes	The purpose of the agreement is to approve a Project Memorandum of Agreement Amendment for the Lolo Pass Road Stabilization and Surface Preservation Project.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$4,052,403 Federal Lands Access Program (FLAP) funds: \$3,241,922 County minimum match (10.27%): up to \$371,061 County overmatch: up to \$439,420
Funding Source	FLAP Funds and County Road Funds.
Duration	Upon execution through summer of 2022
Previous Board Action	06/28/16: BCC Authorization to Apply for Federal Land Access Program Funding 02/15/18: BCC Authorization of the Federal Lands Access Program Match Agreement 07/11/19: BCC Authorization of Western Federal Lands Highway Division Memorandum of Agreement 8/22/19: BCC Approval of a Federal Lands Access Program Project Grant Agreement 08/27/2020: BCC Approval of a Federal Lands Access Program Project Grant Agreement Amendment 12/14/2021: Discussion item at issues
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Ensure safe, healthy and secure communities" by improving Lolo Pass Road.
Counsel Review	The agreement was reviewed by County Counsel on 11/18/21, NB
Procurement Review	<i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact Person	Mike Ward, Civil Engineer 503-742-4688

BACKGROUND:

Clackamas County submitted a grant application to Western Federal Lands Highway Division (WFLHD) to stabilize and improve Lolo Pass Road by extending a section of existing revetment constructed as a part of the Lolo Pass Road Emergency Repair Project. The revetment

construction is intended to reduce the likelihood that the Sandy River will leave its banks during future flood events at this location. Additionally, Lolo Pass Road will receive a two-inch, asphalt overlay along the entire 3.99 miles of road between Highway 26 and the Mount Hood National Forest Boundary to the north.

This amendment to the Memorandum of Agreement is at the request of WFLHD to clarify that the County will implement conservation measures identified in the permits required for the project and recognizes the currently anticipated schedule, which is construction of the project during the summer of 2022.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Memorandum of Agreement Amendment 0001 with WFLHD for the Lolo Pass Road Stabilization and Surface Preservation Project as listed in the agreement.

Respectfully submitted,

Mike Ward

Mike Ward,
Civil Engineer

Federal Lands Access Program
Project Memorandum of Agreement
Amendment 0001

Project / Facility Name: Lolo Pass Road Stabilization and Surface Preservation, OR CLACK 37005(2)

Project Route: Clackamas County Road #37005

State: Oregon

County: Clackamas County

Owner of Federal Lands to which the Project Provides Access: United States Forest Service – Mt. Hood National Forest

Entity with Title or Maintenance Responsibility for Facility: Clackamas County

Type of Work:

- Preliminary Engineering
- NEPA / Permitting
- Rehabilitation
- Construction Engineering / Contract Administration

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement: Federal Highway Administration, Western Federal Lands Highway Division and Clackamas County

The Program Decision Committee approved this project on August 30, 2016.

AGREED:

Commissioner, Clackamas County

Date

Chief of Business Operations, FHWA - WFLHD

Date

A. PURPOSE OF THIS AGREEMENT:

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this project, and to insure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program (FLAP) funds are used for the development or construction of this project, Clackamas County agrees to provide a matching share equal to 10.27% of the total cost of the project, as detailed more fully in Section J below. When agencies other than Federal Highway Administration – Western Federal Lands Highway Division will be expanding FLAP Funds, the parties agree to execute a separate obligating document. No reimbursement will be made for expenses incurred prior to execution of the obligating document.

B. AUTHORITY:

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT:

The Clackamas County has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION:

Clackamas County has coordinated project development with the USFS – Mt. Hood National Forest. The USFS – Mt. Hood National Forest support of the project is documented by their endorsement of the project application OR FY16-14.

Each party to this agreement who has a primary role in NEPA, design or construction should coordinate their activities with the Federal Highway Administration – Western Federal Lands Highway Division.

E. PROJECT BACKGROUND / SCOPE:

Lolo Pass Road is the only paved access route to the Zig Zag District of the Mt. Hood National Forest and the community of Zig Zag. As a result, the Forest Service and Clackamas County residents are completely dependent upon Lolo Pass Road for access to the Mt. Hood National Forest and Zig Zag. Unfortunately, this critical access route is vulnerable to the unstable hydrology of the Sandy River, which is prone to flooding and periodic washouts. When washouts occur, the only alternative detour is over 30 miles of unpaved roads.

Lolo Pass Road is the access point for visitors seeking to enjoy the trails, campgrounds, fishing and scenic beauty of the Zig Zag Ranger District. Lolo Pass Road serves as an important access point for the Pacific Crest Trail, as well as for several other trails with the Mt. Hood National Forest. In addition, there are three campgrounds accessed from Lolo Pass Road including a horse campground. Lolo Pass Road and the French's Dome Trail provide access to French's Dome, a popular rock climbing destination. Lolo Pass Road is also the western access for Mt. Hood and its glaciers.

Lolo Pass Road is of critical concern to the National Forest Service because it serves as the only paved access to the Mt. Hood National Forest Zig Zag Ranger District Headquarters. The Zig Zag Ranger District Headquarters is also the location of several maintenance and support facilities including the Rangers office, housing, District Fire Warehouse, and the Road and Trail Warehouse. The Fire Warehouse serves as a local base and support for firefighting. The Road and Trail Warehouse supports Forest Service road and trail maintenance activities in the area. Loss of Lolo Pass Road due to a flood event would not only prevent visitors from accessing this portion of the Mt. Hood National Forest, it would limit access to all the support facilities located at the Zig Zag Ranger District Headquarters and severely hamper on-going operations of this area of the national forest.

Washouts have occurred a number of times over the course of recent years due to flooding and/or channel migration by the Sandy River. The Upper Sandy River has experienced several major floods that caused substantial flooding, bank erosion and damage to Lolo Pass Road. During the 50 years between 1964 and 2014 the river has experienced 8 of the 10 highest peak flows in its 100 year flow record. The flood of record occurred in 1964 and had a flow of 61,400 cubic feet per second. This event completely destroyed the Sandy River Bridge on Lolo Pass Road as well as several other sections of the road. Damaging floods also occurred in 1996 and 2011 resulting in the loss of several additional sections of the road.

During the January 2011 event the Sandy River eroded the roadway embankment at a location about 0.23 miles north of its intersection with E. Barlow Trail Road, washed out approximately 300 feet of Lolo Pass Road, and ran south along the roadway, destroying several houses. A total of 1/2 mile of Lolo Pass Road was washed out. This washout closed the road for over four months.

As a result of this event Clackamas County repaired the damaged section of the road, rechanneled a section of the Sandy River and stabilized the banks with riprap and plantings with added large woody debris for riparian and fish habitat. This returned the road to service and helped reduce the likelihood of the river leaving its channel at that location during future flood events. However, there was not sufficient funding available at the time to completely overlay the road or construct a revetment that protected the entire portion of the west bank where the river left its channel. While these actions returned the road to service and addressed the immediate issues with the river channel, it was not sufficient to prevent the Sandy River from leaving its channel at this location or to protect the road from washout should another flood event occur.

This project undertakes two steps that should help prevent the river from leaving its channel and protect the road from potential washouts. To address these vulnerabilities the existing west bank revetment will be extended 300 feet upstream, and add a 2 inch overlay of the entire road will be added to protect the existing breaks and joints in the road surface from being undermined by future flooding. The extension of the revetment will protect the entire

area that experienced bank erosion during the 2011 flood event. The overlay paving will seal the joints that remain exposed from previous patching and reduce the likelihood of failure in those locations during future floods.

F. PROJECT BUDGET:

This is the anticipated budget for the project based on information developed to date. Federal Lands Access Program funds in conjunction with matching funds provided by Clackamas County will fund this project as detailed in Section K.

Phase	FLAP Funds			Partner Match		Total
	To FHWA	To CC	Total	From CC	Total	
PE	\$10,000	\$0	\$10,000	\$220,000	\$220,000	\$230,000
CE	\$10,000	\$0	\$10,000	\$151,061	\$151,061	\$161,061
CN/CM	\$0	\$3,221,992	\$3,221,992	\$0	\$0	\$3,221,992
	\$20,000	\$3,221,992	\$3,241,992	\$371,061	\$371,061	\$3,613,053

Note: The total match is calculated on the total FLAP funds provided. However, the total project cost is \$4,052,403. The FLAP amount is limited to \$3,241,992.

G. ROLES AND RESPONSIBILITIES:

Clackamas County will provide full support in the NEPA and environmental review process. This includes, but is not limited to: obtaining permits, providing documentation to support NEPA, Endangered Species Act (ESA), and Section 106 compliance, performing studies, etc. FHWA will be responsible for making the NEPA decision. **In addition, Clackamas County will implement conservation measures identified in the National Marine Fisheries Service (NMFS) Biological Opinion, NMFS case No: WCRO-2021-01639. In addition, Clackamas County will provide all required ESA-related monitoring records, reports, and project completion notification to FHWA for submission to NMFS.**

Clackamas County will administer the other phases of project development such as survey, geotechnical investigation (if required), hydraulic investigation (if required) right-of-way plan preparation (if required), preliminary and final design. The project will be designed to AASHTO Standards. Clackamas County will obtain, or will require the contractor to obtain, all necessary Federal, State, or local permits.

Clackamas County will be responsible for the acquisition of any rights-of-way, easements and / or permits necessary to complete the project. Clackamas County will not initiate right-of-way acquisition until FHWA has written an environmental decision document.

Although not expected, prior to Clackamas County soliciting bids for the project, Clackamas County will certify to FHWA that all right-of-way appraisals and acquisitions have been performed in accordance with the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970 and the Uniform Relocation Act Amendments of 1987.

Although not expected, Clackamas County will be responsible for the relocation of any utilities necessary to complete the project. In accordance with 23 CFR PART 645.103; any applicable reimbursement to the utility company will be governed by State and federal Laws and regulations, or Occupancy Permits. Utility relocation costs will be reimbursable under the construction costs for the project.

During the construction phase, Clackamas County will appoint a Project Engineer to oversee and inspect the work to ensure a quality product. The construction will be governed by the Oregon Standard Specifications for Construction, 2015 Edition.

Clackamas County will be responsible for the following:

- Appointing a representative who will be the primary contact for FHWA’s Project Manager.
- Project activities identified in Section P.
- Provide appropriate match to all FLAP funds expended on the project even if the project is terminated prior to completion.
- Upon completion of construction, provide copies of final inspection demonstrating the project has been constructed in substantial conformity with the approved plans and specifications.
- Provide written confirmation of its final acceptance of the constructed project.
- Compliance with terms and conditions as noted in 2 CFR 200 Common Rule Requires.

FHWA will be responsible for the following:

- Stewardship and oversight activities identified in Section P.
- FHWA decisions that may not be delegated, identified in Section P.
- FHWA submits required ESA-related monitoring records, reports, and project completion notification to NMFS.

H. ROLES AND RESPONSIBILITIES – SCHEDULE:

Responsible Lead	Product/Service	Schedule Finish
Clackamas County	30% Design	Complete
Clackamas County	Environmental Reviews and Studies	December 2021
FHWA	NEPA Decision	January 2022
Clackamas County	Final Design	February 2022
Clackamas County	Construction	Summer 2022

I. PROPOSED DESIGN STANDARDS:

Preferred design alternatives will be determined through the NEPA process. The following design criteria will be applied on the project:

Criteria		Comments
Standard Design	AASHTO	Oregon Standard Drawings
Functional Classification	Arterial	
Surface Type	Asphalt	
Design Volume	2,375	ADT = 2,375 at BOP, 1,150 at EOP for 20 year projection, currently at 1,950 at BOP, 950 at EOP

J. FUNDING:

The project is partially funded by the Federal Lands Access Program administered by FHWA-WFL, with matching funds and additional funds provided by Clackamas County.

Fund Source	Amount	Comments
Title 23 FLAP funds – K200	PE - \$10,000 CE - \$10,000 CN - \$3,221,922	The PDC agreed to provide \$3,241,922 of funding including \$20,000 for S/O and NEPA
Local Matching Share – Clackamas County (10.27%)	\$371,061	In-kind services
Additional funds – Clackamas County	\$439,420	
TOTAL	\$4,052,403	

K. MATCHING SHARE REQUIREMENTS:

The purpose of this section is to document the intent of Clackamas County to meet its match requirement for the subject project as authorized under Section 23 USC 201(b)(7)(B). All FLAP expenditures associated with this project will need to be matched by a non-Federal sources, other Federal funds other than those made available under Title 23 and 49 of the United States Code, or by funds made available under 23 USC 202 and 203. The matching requirement under the FAST Act will be met by Clackamas County

Clackamas County has committed to the project. The forms of match shall be those consistent with the “Federal-Aid Guidance Non-Federal Matching Requirements” and as approved by FHWA-WFL. In the state of Oregon, 10.27% of the total project cost.

This project is authorized to use a Tapered Match. Under this approach, the non-Federal match is imposed over the entire project rather than individual progress payments. Timing of all fund transfers are specified under the Funding Plan. Tapered Match is authorized because it will result in an earlier completion date.

Estimated cost and fiscal year (FY) for the funding are based on the best budgeting and scheduling information known at the time. The final match will be determined based on actual expenditures at the conclusion of the project work. Matching cash funds in FWHA-WFL receipt may need to be supplemented, or returned, once actual expenditures are determined. As noted under Modifications, if cost increase over the amount within this agreement, FHWA-WFL will consult with the agency providing match before granting approval.

Maintain all project records, including source documentation for all expenditures and in-kind contributions, for a period of three (3) years from the date of final acceptance. If any litigation claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action or resolution of all issues that arise from it.

The following agencies have agreed to contribute the amounts showing which will reduce the federal share by the same amount. The funding plan is as follows:

Agency	Phase	Form	Due	Value	Comments
Clackamas County	PE/CN	In-Kind Services	7/1/2020	\$371,061	This is to match the FLAP amount, additional funds are needed to complete the project

L. PROJECT TEAM MEMBERS – POINT OF CONTACT:

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name & Title	Agency	Phone & Email
Joel Howie, Civil Engineering Supervisor	Clackamas County	503-742-4658 jhowie@co.clackamas.or.us
Aaron Eklund, Program Manager	FHWA	360-619-7718 aaron.eklund@dot.gov

M. CHANGES / AMENDMENTS / ADDENDUMS:

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all parties.

Potential changes include, but are not limited to, changes that significantly impact scope, schedule, or budget; changes to the local match, either in type or responsibility; change that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in composition of the project team members does not require the agreement to be amended.

It is the responsibility of the project team members to recognize when changes are needed and to make timely notifications to their management in order to avoid project delivery delays.

N. ISSUE RESOLUTION PROCEDURES MATRIX:

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA	Clackamas County	Time
Aaron Eklund Program Manager aaron.eklund@dot.gov 360-619-7718	Joel Howie, Civil Engineering Supervisor jhowie@co.clackamas.or.us 503-742-4658	15 Days
Kristin Austin Environment, Planning and Programming Branch Chief kristin.austin@dot.gov	Mike Bezner, Assistant Director of Transportation mikebez@clackamas.us 503-742-7651	15 Days

360-619-7625		
Dan Donovan Chief of Business Operations Daniel.donovan@dot.gov 360-619-7966	Dan Johnson, Director of Transportation danjoh@clackamas.us 503-742-4326	15 Days

O. TERMINATION:

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

P. STEWARDSHIP & OVERSIGHT ACTIVITIES:

Phase	Activity	Roles		Comments
		Clackamas County	FHWA	
Planning & Programming	Design exception approval agency identified	Provide	Approve	
Planning & Programming	Evidence of funding allocation	Signed Match Agreement	File copy	Completed
Planning & Programming	Memorandum of Agreement with scope, schedule, & budget	Signed MOA	File copy	
Environment	Identify NEPA contact		Provide	FHWA must be a lead agency on NEPA
Environment	Complete all environmental documents necessary for FHWA to develop an environmental decision (ESA, Section 106, 4F, etc.)	Provide	Review and prepare environmental decision	
Environment	NEPA – Tribal coordination		Provide	FHWA must perform this task
Environment	Obtain environmental permits	Provide	File copy	
Environment	Attend public meetings	Notify	Attend as determined by FHWA	
Environment	FHWA NEPA decision	Comply	Provide	FHWA approval needed
Design	Complete 30% PS&E	Provide	Concur	Completed
Design	Complete 95% PS&E	Provide	Approve	Must have written approval by FHWA
Design	Review or approve design exceptions	Provide	Approve	Follow ODOT's process
Acquisitions	Approval of proprietary products	Provide	Approve	
Acquisitions	Contract package for required clauses (Civil Rights, Davis Bacon, Buy America/American, etc.)	Provide	Approve	
Acquisitions	Receive copy of award package	Provide	File copy	
Acquisitions	Review and approve contract modifications	Provide	Approve	
Construction	Attend Pre-Construction Meeting	Attend	Attend as determined by FHWA	

Construction	ESA-related monitoring records, reports, and project completion notification	Provide	Review	FHWA submits to NMFS
Construction	Final Project Inspections	Attend	Attend as determined by FHWA	
Construction	Construction photographs of project, before, during (quarterly) and post construction	Provide	File	
Construction	Copy of As-Builts	Provide	File	
Construction	Contract disputes (Claims)	Provide	Review and Provide assistance as warranted	
Construction	Copy of Final Construction Acceptance Letter and report	Provide	Review	



DAN JOHNSON
DIRECTOR

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract #2137 with DKS Associates, Inc. for the
Clackamas County Regional Freight ITS Project

Purpose/Outcomes	Execution of Contract #2137 Amendment #1 allows Clackamas County to retain DKS Associates, Inc. for construction contract administration and construction engineering and inspection services.
Dollar Amount and Fiscal Impact	The original contract amount was \$260,133.97. Amendment #1 adds \$153,881.26 for a total not to exceed \$414,015.23
Funding Source	Federal Funds: \$138,077.65 County Road Funds (10.27% match): \$15,803.61
Duration	Project is anticipated to be completed by December, 2022.
Previous Board Action	12/14/21: Discussion item at issues 7/30/20 – BCC Approval of Contract #2137 10/17/19 – BCC Approval of Amendment No. 1 to Supplemental Project Agreement No. 33150 03/28/19 – BCC Approval of Supplemental Project Agreement No. 33150 01/01/17 – BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 5/5/2016 – BCC approval of Amendment No. 1 to Agreement No. 29996 10/02/2014 – BCC Approval of Local Agency Agreement No. 29996
Strategic Plan Alignment	<ul style="list-style-type: none"> • Grow a vibrant economy • Ensure safe, healthy and secure communities
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 11/29/21; ARN
Contact Person	Carl Olson, Project Manager 503-742-4684

Background:

Clackamas County received federal funding to plan, design, and deploy ITS technologies on road infrastructures within Clackamas County, ODOT, City of Gladstone, and City of Wilsonville's jurisdictions. The improvements include, but are not limited to, installing radar detection, installing Pan-Tilt-Zoom cameras, installing wireless interconnect, and furnishing traffic signal controllers.

The County received Federal Surface Transportation Block Grant (STBG) funds for planning, design, and construction in the amount of \$2,074,999.47. The STBG funds are matched by County Road Funds at 10.27%.

The design of the project is complete and the project will be advertised for bids in December, 2021. DTD desires assistance from the design consultant to perform construction contract administration and construction engineering and inspection (CA-CEI) services. The CA-CEI services will supplement DTD's construction administration and inspection work and are described in the attached Statement of Work and Breakdown of Cost. The assistance provides contingency tasks for quality assurance/contract administration plan and design modifications, if needed during construction.

The contract date will be extended to December 31, 2023.

Procurement Process:

This Amendment is in accordance with LCRB C-047-0800(b) for an unanticipated amendment. Amendment #1 is a 59% increase to the original contract.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with DKS Associates, Inc. for the Clackamas County Regional Freight ITS Project.

Sincerely,

Carl Olson

Carl Olson,
Project Manager

Placed on the BCC Agenda _____ by Procurement and Contract Services

**AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH DKS ASSOCIATES, INC., FOR CLACKAMAS
COUNTY REGIONAL FREIGHT ITS PROJECT
Contract #2137**

This Amendment #1 is entered into between **DKS Associates, Inc.**, (“Consultant”) and Clackamas County (“Agency”) and shall become part of the Contract documents entered into between both parties on **July 30, 2020** (“Contract”).

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

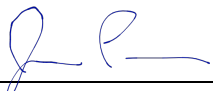
1. Section 1, **Contract Effective Date and Term**, is hereby amended as follows: The Contract termination date is changed from December 31, 2021 to **December 31, 2023**.
2. Section 2, **Statement of Work**, is hereby amended as follows:
County has requested additional Services to be performed by Consultant. The additional Services are described in **Exhibit A, Supplement to Statement of Work**, attached hereto and hereby incorporated by this reference herein.
3. Section 3, **Compensation**, is hereby amended as follows:
In consideration for Consultant performing the additional Services described in Exhibit A, County will pay Consultant an amount not to exceed \$153,881.26. The associated fees to complete the additional Services are set forth at the end of Exhibit A. The total Contract compensation shall not exceed \$414,015.23.

ORIGINAL CONTRACT	\$ 260,133.97
AMENDMENT #1	\$ 153,881.26
TOTAL AMENDED CONTRACT	\$ 414,015.23

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

DKS Associates, Inc.

Clackamas County



 Authorized Signature Date

Jim Peters

 Printed Name

 Chair Date

 Recording Secretary

Approved as to Form:

 County Counsel Date

EXHIBIT A
SUPPLEMENTAL TO STATEMENT OF WORK

EXHIBIT A.1 -

**Statement of Work and Delivery Schedule for Construction Contract Administration and
Construction Engineering & Inspection (“CA/CEI”)**

Construction Project Name: Clackamas County Regional Freight ITS (the “Project”)

Project Location: Clackamas County

Local Public Agency (LPA): Clackamas County

Price Agreement/Contract No.: 2019-86; WOC No.: N/A; Amendment No.: 1

Key No.: 18001

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A. PROJECT DESCRIPTION AND OVERVIEW OF SERVICES

This Exhibit A.1 includes the statement of work for CA/CEI Services (CA/CEI SOW) required for the Project. The delivery schedule is provided in the “Deliverables and Schedule” section of each task in section E.2.

The CA/CEI Services will culminate when LPA issues Final Acceptance of the Project and Consultant has completed all tasks and provided all deliverables as required.

Note: Reference to “PA or Contract” in this CA/CEI SOW means whichever is applicable. “PA” is applicable if this is a WOC or WOC Amendment. “Contract” is applicable if this is a Contract or Contract Amendment.

Background

The background for the Project is unchanged.

Phases of Services

The Services are divided into the following 2 phases:

- Preliminary Engineering/Design, Final Design and Bidding Assistance
- CA/CEI

Definitions and Acronyms

DEFINED TERMS	
Acceptance	In this CA/CEI SOW, “Acceptance” or “Accept” means that Agency has reviewed the deliverable(s) submitted by Consultant and finds the deliverable(s) submitted in reasonable compliance with applicable requirements. Agency Acceptance does not release Consultant from liabilities due to any Errors or Omissions with respect to Consultant's Services and deliverables.
Change Orders	Include Contract Change Order (CCO), Extra Work Order (EWO), and State Force Order (SFO)
Inspector	Representative of Consultant, with appropriate certifications, authorized to inspect and report on construction contract performance.
Standard Specifications	Oregon Standard Specification for Construction (“OSSC”)- current version in effect during CA/CEI phase for this Project
Specifications	Includes both the Oregon Standard Specifications for Construction and the Project Specific Special Provisions, collectively referred to as the “Specifications”.

ACRONYMS			
AASHTO	American Association of State Highway and Transportation Officials	OCR	ODOT Office of Civil Rights
Agency/ ODOT	Oregon Department of Transportation	OJT	On-the-Job Training
APM	Agency’s Project Manager for CA/CEI Phase	ORS	Oregon Revised Statutes
CA	Contract Administrator	OSSC	Oregon Standard Specifications for Construction
CA/CEI	Contract Administration, Construction Engineering and Inspection	PA	Price Agreement
CC	Construction Contractor	PE	Preliminary Engineering

CCO	Contract Change Order	PM	Consultant's Project Manager for CA/CEI Phase
CE	Construction Engineering	POR	Professional of Record
CECI	Certified Environmental Construction Inspector	PS&E	Plans, Specifications and Estimates
CPS	ODOT Contract Payment System	QA	Quality Assurance
DBE	Disadvantaged Business Enterprises	QAC	Quality Assurance Coordinator
EEO	Equal Employment Opportunity	QA/CA Plan	Quality Assurance & Contract Administration Plan
EDMS	ODOT's Electronic Document Management System	QC	Quality Control
EWO	Extra Work Order	QCCS	Quality Control Compliance Specialist
FHWA	Federal Highway Administration	RAS	Region Assurance Specialist
FIR	Field Inspection Report	RFI	Request for Information
IA	Independent Assurance	RFP	Request for Proposal
IGA	Intergovernmental Agreement	ROW	Right of Way
IQAP	Inspection Quality Assurance Program	SFM	Survey Filing Map
LAPM	Local agency project manager	SFO	State Force Order
LPA	Local Public Agency	SOW	Statement of Work
LRFD	Load and Resistance Factor Design	WOC	Work Order Contract
NTE	Not to Exceed		
NTP	Notice to Proceed		

B. STANDARDS and GENERAL REQUIREMENTS

1. Standards applicable to CA/CEI Services

Consultant shall perform all Services in accordance with the professional standard of care set forth in the PA or Contract.

Consultant shall complete the CA/CEI Services in accordance with the current version in effect of the [ODOT Construction Manual](#), the [Quality Control Compliance Specialist \("QCCS"\) Handbook](#), the [Manual of Field Test Procedures](#), the [ODOT Inspector's Manual](#), and the PA or Contract.

The standards, manuals, directives and other procedural guidance identified are not exhaustive and may not include all applicable standards for a given project. Consultant shall be responsible for determining all applicable practices and standards to be used in performing Professional Services and Related Services. Consultant shall inform and demonstrate to Agency if standards, directives or practices required by Agency in performance of the work are insufficient, in conflict with applicable standards, or otherwise create a problem for the design or construction. Should the requirements of any reference, standard, manual or policy referenced conflict with another, Consultant shall request Agency in writing to resolve the conflict.

ADA Compliance – Assessment, Design, Inspection. When the Services under a WOC or Contract include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 ("ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and

b. Follow ODOT's processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under a WOC or Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. Inspections must be performed by ODOT certified inspectors (which must include certified environmental inspectors when appropriate). In addition, at Project completion, Consultant shall complete the applicable ramp-specific ODOT Curb Ramp Inspection Form 734-5020(A-G) for each curb ramp constructed, modified, upgraded, or improved as part of the Project. Each completed form must be submitted electronically by clicking the "Submit by E-mail" button on the form (and cc APM). The forms are documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Forms and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

Unless otherwise specified in a WOC or Contract, the most current version of applicable standards, manuals, directives and other procedural guidance shall apply. Unless otherwise specified, the system of measurement and language used in all deliverables will be English.

2. General Requirements

As required in **ORS 672.002 to 672.325**, Consultant shall provide appropriate supervision and control with a licensed Professional Engineer in responsible charge of the CA/CEI Services.

All Inspection work must be performed by Agency-certified Inspectors as required by the Agency's Inspection Quality Assurance Program ("IQAP"). Consultant's Agency-certified Inspectors shall diligently monitor the work of the Construction Contractor ("CC") in order to determine whether the Project is constructed in compliance with the construction contract documents and any applicable current standards and Agency manuals or procedures, including but not limited to those listed in the PA or Contract. All Quality Control ("QC") monitoring tasks must be performed by individual(s) certified by the Agency's Technician Certification Program.

Consultant shall immediately advise Agency of any construction or planned construction which fails to conform to the construction contract requirements applicable to the Project. Consultant shall also immediately advise Agency of any design errors or deficiencies or other problems that could have a negative impact on the Project construction schedule or construction cost. In addition, Consultant shall immediately advise Agency of any construction which Consultant knows, or with the exercise of professional care should know, fails to conform to the federal or state standards applicable to construction of the project.

3. Communication

Communication is an important element to the successful completion of the Project and CA/CEI Services. All communication and deliverables covered under this CA/CEI SOW shall be directed to the LAPM (or such other individual as designated in writing to Consultant). In addition, Consultant shall submit

deliverables specific to the administration of the construction contract, excluding claims, via email. To the extent possible, all transmittals from Consultant to LAPM must include the Contract#, PA# and WOC# if applicable, Project name and the Agency's key number. The key number must be used as part of the document control system established by Agency and Consultant. Formats for the document control system shall be discussed at the initial meeting between LAPM and Consultant pertaining to the CA/CEI Services.

The CC for the Project will be determined through the competitive bidding or proposal process. When the CC has been determined, LAPM will establish appropriate contacts with that firm prior to the Pre-Construction Conference.

4. Roles and Responsibilities

The following describes the roles and responsibilities of the parties relative to the construction phase of the Project and the CA/CEI SOW tasks contained herein. These roles and responsibilities are changed for this Amendment No. 1 only and will have no effect on the original contract or prior amendments. The LPA remains the primary point of contact for Consultant.

Agency

The APM is Agency's primary point of contact for LPA. The APM through the LAPM has the authority to review and accept, or recommend Acceptance of, all Consultant deliverables. The APM through the LAPM may distribute deliverables to appropriate Agency personnel for review and approval.

Local Agency has overall authority in scope, schedule and budget of the Project. All construction Change Orders [Contract Change Orders ("CCO"), Extra Work Orders ("EWO") and State Force Orders ("SFO")] prepared by Consultant are subject to Agency review and approval through the LAPM prior to implementation by the CC. Authority to approve all CCOs, EWOs and SFOs shall be as outlined in the ODOT Construction Manual, Chapter 3 - Delegated Authority and in Delegation Letters.

Agency is responsible for the following:

- Execution of Intergovernmental Agreements ("IGAs") related to the Project
- Attend Pre-Construction Conference
- Material verification sampling and testing
- Concurring with CCOs, EWOs and SFOs.
- Approving requests for overrun or increase in Project authorization
- All contact with Federal Highway Administration ("FHWA") or other federal agencies
- All contact with Native American Tribes
- Final Project Acceptance
- Providing access to Agency-owned Right of Way ("ROW") and easements
- Performing periodic quality, quantity and labor compliance documentation reviews
- Inspecting Project specific fabricated items

Consultant:

- Unless specifically stated otherwise in a particular task, Consultant shall provide all labor, equipment and materials to manage, coordinate and complete all tasks and provide all deliverables as set forth in this CA/CEI SOW (collectively, the "CA/CEI Services") in accordance with the delivery schedules identified.

- Changes to Consultant’s Project Manager are subject to Agency approval and will require written notice to Agency prior to the change.
- If Consultant is performing the Construction Inspection, Quality Control Manager and Quality Control Compliance Specialist functions, then Consultant’s Key Persons (as identified on the approved QA/CA Plan) may not be substituted or replaced unless approved in writing by Agency.
- Consultant is not responsible for the means, methods, operating procedures or safety precautions of any CC or other entity.

Local Public Agency (“LPA”) is responsible for the following:

- Access to LPA owned ROW and easements
- Attend Project meetings
- Providing access to construction related forms referenced in this CA/CEI SOW, Local Agency’s construction forms, and hardcopy forms as needed
- Reviewing and processing monthly pay estimates for construction contract through the County’s Contract Payment System
- Providing County construction forms as needed
- Performing periodic quality, quantity and labor compliance documentation reviews
- Final Project Acceptance
- Review and comment on progress submittals
- Coordination with other outside agencies
- Provide Consultant with existing Project information including As-Constructed drawings, pavement typical sections, utility maps, etc.
- Approving CCOs, EWOs, SFOs and Request for Increase/Overrun in Project Authorizations prepared by Consultant prior to submittal to Agency for approval
- Provide a Letter of Acceptance for Project at completion (per task CE 5.4)
- Provide public outreach on the Project

C. REVIEW, COMMENT and SCHEDULE REQUIREMENTS

- Consultant shall complete all CA/CEI tasks and deliverables in a timely manner to avoid unnecessary delays in the construction Project. Consultant shall provide written notice to LPA at the first sign of delays caused by LPA, Agency, Consultant, CC, or any other entity that may delay completion of the Project or otherwise have a negative impact on the construction schedule.
- Consultant shall notify LAPM immediately (within 2 business days) upon discovery of any changes in the Project that may impact scope, schedule or budget of the Project or CA/CEI Services.
- Consultant shall submit all construction contract administration deliverables, excluding claims, via email to the LAPM. Consultant shall submit all other deliverables to LAPM or designee unless otherwise stated in specific tasks.
- All deliverables are considered draft until reviewed and accepted by LPA and Agency. Consultant shall make revisions to address LPA and Agency comments and submit revised deliverable(s) to LAPM within 5 business days of receipt of LPA and Agency review comments, unless a different timeframe is stated in specific tasks or otherwise agreed to in writing by Agency. If no revisions are necessary, the submittal will be considered final.

D. FORMAT REQUIREMENTS

- Deliverables shall be submitted to LPA in the format described in the ODOT Construction Manual and individual tasks. Following NTP, Consultant shall submit all construction contract

deliverables, excluding claims, to the LPA. Claims must be submitted on paper documents according to Section 00199.

- The time zone is Pacific Standard Time (PST) to determine time of receipt of notices and other documents. Non-business days are Saturdays, Sundays and legal holidays as defined by ORS 187.010 and 187.020. If received before 5:00 p.m. PST on a business day it shall be considered as received on the business day on which it was received. If recorded as received on a non-business day, or after 5:00 p.m. PST on a business day, it shall be considered as received at 8:00 a.m. PST on the next business day.
- **ODOT Forms** – Consultant shall use ODOT forms where required. Construction related forms referenced in this CA/CEI SOW are available online at:
<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., Word, Excel, MS Project, etc.) and must be fully compatible with version used by the Local Agency.
- Additional format requirements may be listed with specific tasks or deliverables throughout the CA/CEI SOW or in the PA or Contract.

E.1 TASKS, DELIVERABLES and SCHEDULE

Task Numbering: For purposes of standardization, task numbers in this SOW may be non-sequential due to deletion of unneeded tasks from Agency’s CA/CEI SOW template. For convenience to the reader, the task numbering for the CA/CEI phase will use the standard task number prefaced with “CE” (CE-1, CE-2).

TASK CE-1 PROJECT MANAGEMENT OF CA/CEI SERVICES

This activity is continuous throughout the duration of these CA/CEI Services. Consultant shall guide and direct the CA/CEI Services and Consultant’s team in conformance with all applicable requirements of the CA/CEI Services and the Project’s goals and objectives. Consultant shall monitor progress of the Project and CA/CEI Services

Task CE-1.1 Coordination

Consultant shall provide leadership, direction and control of these CA/CEI Services.

Consultant shall:

- Direct Consultant’s team with regard to overall CA/CEI activities and team meetings.
- Maintain liaison, communication and coordination between Consultant’s staff, APM, local agency project manager (LAPM) if applicable, CC and Agency staff to facilitate timely, efficient operations for all involved.

Deliverables and Schedule:

- On-going coordination and communication as needed to appropriately manage the CA/CEI Services (no tangible deliverables for this task).

Task CE-1.2 Status Reports and Invoices

Consultant shall prepare up to 12 Monthly Status Reports throughout the duration of the CA/CEI Services. See Section E.2, Project Schedule.

The Monthly Status Report must:

- Describe the previous month’s Consultant activities. For fixed-price method of compensation, identify staffing used for that reporting period. For other compensation methods, the staffing used must be identified in the invoice backup documentation.
- Describe the planned activities for the next month.
- Identify any issues or concerns that may affect the CA/CEI Services and budget or the Project schedule and Project budget.

If the construction Project schedule milestones are significantly revised, Consultant shall attach the updated Project schedule and submit with Monthly Status Report. Consultant shall submit the Monthly Status Reports to LAPM with the monthly Consultant invoice.

Deliverables and Schedule:

Monthly Status Report - Submitted to LAPM with the monthly invoice no later than the 20th calendar day of the month following the reporting month.

Task CE-1.3 Structure Cost Data [RESERVED]

TASK CE-2 CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)

Consultant shall support the Project’s needs by providing CA/CEI Services required for the Consultant to certify, at Second Notification and Third Notification that the Project was completed according to the Plans and Specifications for the Project. Consultant shall engage the Professional of Record (“POR”) as required to provide engineering Services required to administer design changes that may become necessary during the construction phase of the work.

Task CE-2.1 Pre-Construction Conference

Consultant shall attend the Pre-Construction Conference as referenced in the Specifications in 00180.42, and the ODOT Construction Manual, Chapter 11 – Before On-Site Work Begins. Attendees will include the CC, APM, LAPM, permitting agencies, local officials and others as may be appropriate to discuss the construction schedule, utility involvement, permit concerns, required documentation submittals, materials, and other items relevant to the construction of the Project.

LAPM will consult with the CC, Consultant, and the APM to determine participants and schedule the Pre-Construction Conference at an agreed upon time and place. Up to three Consultant staff shall attend the 2-hour Pre-Construction Conference.

Consultant shall:

- Attend and participate in Pre-Construction Conference.

Deliverables and Schedule:

- N/A

Task CE-2.2 Cooperative Arrangement (Partnering) [RESERVED]

Task CE-2.3 Quality Assurance & Contract Administration Plan [CONTINGENCY TASK, See CA/CEI SOW Section F]

Consultant shall prepare a Quality Assurance & Contract Administration Plan (“QA/CA Plan”) for the CA/CEI Services for the Project, using Agency form 734-2857 (as may be amended from time to time by Agency) which is available electronically on the following website:

<https://www.oregon.gov/ODOT/Construction/Pages/Forms.aspx>.

The QA/CA Plan must identify Consultant’s certified quality assurance and construction inspection personnel and the personnel responsible for each of the major construction-related tasks identified in this CA/CEI SOW.

Consultant shall submit a draft QA/CA Plan (electronically via email) to the LAPM for review and comment. Agency will review the draft QA/CA Plan and return any comments to Consultant within 5 business days. Consultant shall respond to Agency comments and revise the draft QA/CA Plan as necessary.

Consultant shall prepare the final QA/CA Plan making all required revisions per the Agency draft review comments. Agency will issue approval or return any additional comments to Consultant within 5 business days of receipt of the final QA/CA Plan. If necessary, Consultant shall revise the final QA/CA Plan to address Agency’s additional comments. No on-site inspection or QC monitoring tasks may be performed by Consultant until receipt of Agency approval of the final QA/CA Plan.

Consultant shall make any necessary updates to the QA/CA Plan as work progresses, and submit the updated QA/CA Plan to the LAPM for review and approval.

Deliverables and Schedule:

- Draft QA/CA Plan (form 734-2857) - Submit to LAPM no later than 5 business days following the date of NTP for CA/CEI phase.
- Final QA/CA Plan (form 734-2857) - Submit to LAPM within 5 business days of receiving Agency comments on draft QA/CA Plan.
- Updated QA/CA Plan (form 734-2857) - Submit to LAPM within 5 business days of changes that require the update.

Task CE-2.4 Construction Contract Administration [RESERVED]

Task CE-2.5 Monthly Preliminary Progress Estimates [RESERVED]

Task CE-2.6 Project Progress Meetings

Consultant shall attend periodic Project Progress Meetings with the CC and others as needed, including but not limited to, LAPM, permitting agencies, local officials, and APM, if required. The Project Progress Meetings are intended to promote Project progress, proper communications, effective working relationships and timely issue resolution.

Consultant shall attend additional activity-specific technical kick-off meetings for various activities required by the construction contract. These activities may include, but are not limited to:

- Temporary Traffic Control
- Wireless Communication

Consultant shall:

- Attend and participate in Project Progress Meetings.

ASSUMPTIONS FOR BUDGETING PURPOSES: Project Progress Meetings are assumed to be weekly (during active construction) with no more than 1 Consultant staff attending and 28 number of meetings are assumed, see Section E.2 Project Schedule.

Deliverables and Schedule:

- Attendance and participation at Project Progress Meetings

Task CE-2.7 Working Drawings, Shop Drawings, and other Submittal Reviews

Consultant shall coordinate and review construction Working Drawings, shop drawings, and other submittals submitted electronically by the CC. When electronic Working Drawings, shop drawings, and other submittals are received, according to 00150.35(c)(2), 00150.37, & 00170.08, Consultant shall ensure the review is complete and the Working Drawings, shop drawings, and other submittals are returned to the CC within the timeframes specified in the construction contract. Consultant shall log in the submittal when it arrives, track the submittal to ensure timely response, and log out the reviewed submittal when it is returned to the CC. Consultant shall conduct submittal review in accordance with the Specifications in 00150.35, 00150.37, 00170.08, and the ODOT Construction Manual, Chapter 16 – Working Drawings and Submittals.

Consultant shall:

- Maintain 1 of the as-submitted copies in the Project files
- Conduct review and prepare mark-up/comment copies of the Working Drawings, shop drawings, and other submittals. Stamped Drawings must be signed and dated by the POR and marked as either RV = Reviewed, or RVC = Reviewed with Comment. Unstamped Drawings shall be marked as either AP = Approved, AX = Approved as Noted, or RC = Returned for Correction.
- Include construction contract number on all Working Drawings, shop drawings, and other submittals.

Consultant shall review the following submittals as required using the guidelines in ODOT's Construction Manual, Chapter 16 – Working Drawings and Submittals, and the Specifications in 00150.35, 00150.37, & 00170.08:

- Traffic control plans
- Pollution control plans
- Quality control plan and personnel
- Construction schedules (baseline and monthly updates)
- Blue or green sheet submittals for traffic signal or electrical equipment and materials
- Others as required by construction contract specifications

Deliverables and Schedule:

- Return approved Working Drawings, shop drawings, and other submittals with comments (within time frame established in construction contract specified requirements):
 - 1 copy maintained in Project files
 - Electronic Submittals
 - Submit 1 electronic PDF mark-up/comment to the EDMS as required by the construction contract.

Consultant shall also ensure notification of approved Working Drawings, shop drawings and other submittals is provided to Agency Structure Services/Materials Unit when applicable (Portland office for steel Working Drawings, shop drawings, and other submittals; Portland or Eugene office for pre-cast Working Drawings, shop drawings, and other submittals, depending on location of fabrication facility)

Files Retained by Consultant:

Consultant shall maintain files of all reviewed Working Drawings, shop drawings, and other submittals according to the retention period set forth in the terms and conditions of the LPA or Contract. LPA may request these files at any time during the retention period. Consultant shall provide the files to LPA within 14 calendar days of the request.

Task CE-2.8 Consultation During Construction

Consultant shall provide consultation and technical Services regarding design issues raised during construction of the Project. Consultant shall clarify construction contract documents and provide written responses to Requests for Information (“RFIs”). The design consultation will occur only as required and may be ongoing throughout the CA/CEI Services and the Project.

Upon request of the CC or LPA during construction, Consultant shall:

- Clarify construction contract documents.
- Respond to field inquiries.
- Engage the services of the POR on all matters involving design changes.

NOTE: Design requests must be initiated by either LPA or Consultant using a Change Request Form or a RFI. A response to a RFI may also initiate a Change Request or a formal contract amendment for Consultant or CC. No work shall be conducted on a Change Request until the LAPM approves the request and the appropriate change order document is approved. The Change Request must clearly outline Consultant’s cost, the estimated construction cost, and the cause of the change.

ASSUMPTIONS FOR BUDGETING PURPOSES: This task assumes up to 25 RFIs or clarifications, each requiring up to 4 hours of staff time for preparation and documentation of the response.

Deliverables and Schedule:

- Written documentation of responses to CC or LPA inquiries. Submit 1 electronic copy to LAPM within 2 business days of inquiry, unless other delivery date is agreed to by LAPM.

Task CE-2.9 Design Modifications [CONTINGENCY TASK, See CA/CEI SOW Section F]

If Consultant or CC determines that design modifications may be necessary, Consultant shall discuss potential changes with APM, LAPM and POR prior to verbally agreeing on changes with CC or preparing the appropriate Change Order documents, depending upon the type of work (changed work, extra work, or force account work). Upon request of the LAPM, Consultant shall work with the POR to prepare detailed engineering design revisions necessitated by conditions encountered during construction. These design revisions must be accompanied by the necessary Change Order documents (CCO, EWO or SFO) to make them a part of the construction contract.

Deliverables and Schedule:

- Design details for modifications (prepared or approved by the POR for appropriate changes to Project design) - Submit to LAPM at date agreed to when work was requested.

- Draft CCO and EWO or SFO documents with supporting documents (cost estimate and justification)
 - Submit to LAPM at date agreed to when work was requested.

Task CE-2.10 Claim(s) Support [RESERVED]

Task CE-2.11 Public Records Request Support [RESERVED]

TASK CE-3 CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION

Consultant shall provide on-site monitoring and inspection of construction for conformance with, and shall enforce compliance with, construction contract documents. Consultant shall coordinate and conduct on-site monitoring and inspections so they do not cause unnecessary adverse impacts to the construction schedule. On-site monitoring and inspections must occur at critical times during the construction process based on Consultant’s evaluation of the CC’s schedule, construction contract documents and as outlined in the ODOT Construction Manual, the Manual of Field Test Procedures and the ODOT Inspectors Manual.

Consultant shall have certified Inspector(s) on site during all critical times during the construction process. Consultant shall monitor the CC’s quality control process for compliance with the construction contract requirements. All persons involved in performing inspection duties must be certified through the Agency's Inspection Quality Assurance Program (“IQAP”) in the discipline for the work they will be inspecting. Consultant’s Inspectors must be certified prior to commencement of any on-site work by the CC.

If circumstances occur that prevent the use of a Certified Inspector, Consultant may assign specific tasks to a non-certified individual. Refer to the IQAP for a list of limited duties that may be performed by non-certified personnel.

The following are the approved ODOT Inspector Certifications currently in place in the Inspection Quality Assurance Program:

- Certified Bridge Construction Inspector (“CBCI”)
- Certified Environmental Construction Inspector (“CECI”)
- Certified Traffic Signal Inspector (“CTSI”)
- Certified General Inspector (“CGI”)
- Certified Asphalt Concrete Pavement Inspector (“ACP”)
- Certified Drilled Shaft Inspector (“CDSI”)
- Certified ADA Inspector (“ADAI”)

Consultant shall perform work zone monitoring as required by the ODOT Construction Manual, ODOT Inspectors Manual and the construction contract documents. Accordingly, Consultant shall monitor and enforce the following for compliance to construction contract requirements:

- Permit compliance during construction
- Temporary Traffic Control measures
- Erosion Control installation and maintenance

Consultant shall monitor the CC to verify the following deliverables are completed and submitted (to the extent the deliverables are required by the construction contract documents). If the documents are not submitted to the Consultant, then the Consultant shall take appropriate action to require compliance by the CC:

- Temporary Protection and Direction of Traffic Reports
- Erosion Control Monitoring Reports

Task CE-3.1 Environmental Compliance and Mitigation Monitoring [RESERVED]

Task CE 3.1.1 Endangered Species Consultation for the Federal-Aid Highway Program (“FAHP”) [RESERVED]

Task CE 3.1.2 Restoration As-Built Report. [RESERVED]

Task CE 3.1.3 Biology Restoration Monitoring Report. [RESERVED]

Task CE-3.1.4 Archaeological Monitoring and Report [RESERVED]

Task CE-3.2 Construction Activity Monitoring

Consultant shall monitor construction activities during construction of the Project utilizing Agency-certified Inspectors and require compliance with the construction contract documents. Consultant shall provide inspection concurrently with the CC’s operation. Consultant shall coordinate closely with CC to ensure on-site inspections are coordinated with the construction schedule. Consultant shall perform inspections as detailed in the ODOT Construction Manual and the ODOT Inspectors Manual. Consultant shall prepare General Daily Progress Reports of construction for days Consultant is on site. Consultant shall take photos of the various construction activities and keep a current digital photo-log of critical construction activities. The photo-log must be kept up to date throughout construction and available for review by LPA.

Consultant shall determine and document all pay quantities for work and materials incorporated into the Project. As required by the ODOT Construction Manual, Chapter 12D – Quantities, Consultant shall prepare source documents (“Paynotes”) for all pay items and include supporting documentation to support each payment. Consultant shall keep quantity documentation current at all times and available for LPA review upon request.

Deliverables and Schedule:

- General Daily Progress Reports – Complete each day Consultant is on-site. Submit to LAPM as Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.
- Current Digital Photo-log of construction activities - Submit to LAPM as Project work progresses along with following protocol provided in Task 5.4 – Submittal of Final Project Documentation.
- Source Documents “Paynotes” - Field notes, calculations, receipts, invoices, reports used to determine Project pay quantities, installation sheets, and other supporting documentation – Complete and submit to LAPM as work is performed. In addition, follow protocol provided in Task 2.5 – Monthly Preliminary Progress Estimates and Task 5.4. – Submittal of Final Project Documentation.
- CC’s EEO/DBE and OJT/Apprenticeship reports, if required – Submit as required by construction contract.

Task CE-3.3 Quality Control Monitoring (Non-Field Tested and Field-Tested Materials) [RESERVED]

Task CE-3.4 ADA Ramp Inspection [RESERVED]

TASK CE-4 CONSTRUCTION SURVEYING [RESERVED]

Task CE-4.1 Coordination, Calculations and Quality Assurance (QA) of Construction Contractor's Survey Work [RESERVED]

Task CE-4.2 Construction Survey and Staking [RESERVED]

Task CE-4.3 Locate, Recover and Reference Monuments [RESERVED]

Task CE-4.4 Right of Way ("ROW") Monumentation [RESERVED]

Task CE-4.5 Monumentation Survey Filing Map (SFM) [RESERVED]

TASK CE-5 PROJECT CLOSE-OUT

Consultant shall complete interim and final on-site inspections and submit all Project records required for final payment and Project Acceptance.

Task CE-5.1 Final Inspection(s) and Submittals

LPA shall issue Second Notification when all on-site bid item and CCO, EWO and SFO work is completed per the Specifications, in 00150.90(a) and 00180.50(g) (Refer to the ODOT Construction Manual, Chapter 13 – Contract Time.)

Consultant shall:

- Attend a review of the Project at a time close to completion of on-site work.
- Schedule and lead a Project Final Inspection with CC and Agency within 15 days after receiving notice from the CC that all punch list items, final trimming and cleanup according to the Specifications in 00140.90 have been completed.
- Prepare a punch-list of items to be corrected by the CC.
- Once the punch-list items have been corrected, meet at Project site with Agency (and LPA if applicable) for a follow-up to the Final Inspection.
- Include a letter from the LPA or other funding source stating that it accepts the Project as being complete.
- Assist the LPA in completing the Prime Contractor Performance Evaluation (form 734-2884) annually and within 60 calendar days of Second Notification and submit to Agency after receipt back from CC. (Refer to the ODOT Construction Manual, Chapter 34 – Contractor Performance Evaluation).
- Send the Contractor Construction Process Feedback (form 734-2469) to the CC upon completion of construction. (Refer to the ODOT Construction Manual, Chapter 34 – Contractor Performance Evaluation).
- Recommend to LPA to issue Third Notification to CC after all construction contract work and inspections are complete, and all required documentation is submitted per Oregon Standard

Specifications for Construction, according to the Specifications in 00150.90. (Refer to the ODOT Construction Manual, Chapter 40 – Third Notification.)

Deliverables and Schedule:

- Recommendation of Second Notification - due within 2 business days of completion of on-site work. Submit 1 electronic copy to LAPM.
- LPA or other funding source letter of Project Acceptance
- Recommendation of Third Notification – due within 2 business days of completion of all construction contract work. Submit 1 electronic copy to LAPM.
- Prime Contractor Performance Evaluation (form 734-2884). Submit to CC annually, and within 60 calendar days of issuance of Second Notification. Submit electronic forms to LPA upon receipt from CC. If CC does not sign and return, submit unsigned forms to LPA within 15 calendar days of sending to CC. Contractor Construction Process Feedback (form 734-2469). Send to CC when performing final evaluation for the Project. Submit electronic forms to LPA upon receipt from CC.

Task CE-5.2 As-Constructed Plans

Consultant shall prepare as-constructed plans in conformance with the following reference documents as applicable to the Project:

1. **Bridge Plans**, [ODOT Bridge CAD Manual](#) (“BCM”)
2. **Roadway Plans**, All plans with a V-number must conform to the ODOT Contract Plans Manual at <https://www.oregon.gov/ODOT/Engineering/Pages/Drafting.aspx>
3. **Traffic Plans:**
 - **Traffic Signal Plans**, [ODOT Signal Design Manual](#)
 - **Sign Plans**, [ODOT Traffic Sign Design Manual](#)
 - **Illumination Plans**, follow the same file naming conventions as Signals and Signs, except use “IL” extension: key number + TR + IL1. Example: “10104TR.IL1” would be the file name for key number 10104.)
https://www.oregon.gov/ODOT/Engineering/Documents_TrafficStandards/Lighting-Policy-Guidelines.pdf

The following clarifications or exceptions or both to the above reference documents apply to Consultant-prepared as-constructed plans:

- As-constructed plans must be reviewed and approved by the POR prior to submittal to ODOT.
- The submittal and distribution requirements are specified in the “Deliverables” section of this task.
- Following submittal to ODOT, the APM will coordinate any needed reviews by the ODOT Tech Center for projects on or connected to ODOT facilities.

Deliverables and Schedule:

In addition to the deliverables listed below, Consultant shall submit paper format of as-constructed mark-ups to APM (if requested) for Tech Center reviews when projects are on or connected to ODOT facilities.

1. Traffic Plans (Traffic Signal, Traffic Sign, or Illumination)

Consultant shall submit as-constructed plans within 90 calendar days of issuance of Second Notification as follows:

- Electronic files package: AutoCAD file and stamped and signed PDF file (11 inch x 17 inch) that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project).

- Follow the file naming convention required as shown in the applicable manuals referenced above.
- Place the AutoCAD and PDF files in the appropriate ProjectWise folder. If not in ProjectWise, submit files using a file transfer method (do not send as an email attachment).
- Send email notification to APM, LAPM (if applicable) and to TEOS.info@odot.state.or.us after placing files in ProjectWise or sending them via file transfer.

Task CE-5.3 Structure Load Rating [RESERVED]

Task CE-5.4 Submittal of Final Project Documentation [RESERVED]

Task CE 5.5 ODOT Stormwater Operation and Maintenance (“O&M”) As-Constructed Package [RESERVED]

E.2 PROJECT SCHEDULE

Schedule Assumptions

The Project is scheduled for a December 14th, 2021 bid opening for the CC. It is anticipated that the CC will receive NTP no later than February 22nd, 2022. LPA shall issue the CC Notice of Award and NTP in accordance with the Specifications in Section 00130.

- All construction work, with the exception of plant establishment work is assumed to be completed by December 6th, 2022.
- The plant establishment period is assumed to be a 1–year period.
- All work for this CA/CEI SOW is to be completed within 30 calendar days of Consultant issuing Third Notification to the CC.
- Construction Contract Completion Date as specified in the Specifications in 00180.50 of the construction contract is December 6th, 2023.
- Third notification to the CC is assumed to be issued on or before August 31st, 2024.

F. CONTINGENCY TASKS

The table below is a summary of contingency tasks that LPA, at its discretion, may authorize Consultant to produce. Details of the contingency tasks and associated deliverables are stated in the task section of this CA/CEI SOW. Consultant shall complete only the specific contingency task(s) identified and authorized via written (email acceptable) NTP issued by LAPM. If requested by LPA, Consultant shall submit a detailed cost estimate (within the NTE amount(s) in the Contingency Task Summary Table) for the agreed-to contingency Services within the scope of the contingency task.

If LPA chooses to authorize some or all of these tasks, Consultant shall complete the authorized tasks and deliverables per the schedule identified for each task. The NTP will include the contingency task name and number, due date for completion, and agreed-to NTE for the authorized contingency task.

Each contingency task is only billable (up to the NTE amount identified for the task) if specifically authorized per NTP. In the table below, the “NTE for Each” amount for a contingency task includes all labor, overhead, profit, and expenses for the task. The funds budgeted for contingency tasks may not be applied to non-contingency tasks without a fully executed amendment. The total amount for all contingency

tasks authorized shall not exceed the maximum identified in the table below. Each authorized contingency task must be billed as a separate line item on Consultant’s invoice.

Contingency Task Summary Table

CONTINGENCY TASK DESCRIPTION	(UNIT) NTE	MAX QUAN.	METHOD OF COMP.	CONTINGENCY NTE AMOUNT
Task CE-2.3 Quality Assurance & Contract Administration Plan	\$	1	TMM	\$2,075.62
Task CE-2.9 Design Modifications	\$	1	TMM	\$5,518.75
Total NTE For All Contingency Tasks:				\$7,594.37

**Clackamas County Regional Freight ITS Project
Amendment #1 - Fee Estimate**

		DKS Associates					Cert:	Not Certified			AKANA	Cert:	DBE			Project Summary			
		Grade 16	Grade 11	Grade 5	Grade 4	Tech H	Direct Expenses	Total Cost	Profit	Sr. Construction Inspector	Direct Expenses	Total Cost	Profit	Direct Expenses	Total Cost	Profit	Cost + Profit		
Job Classifications (Provide names if requested and for Key Persons)																			
NON-CONTINGENCY TASKS/DELIVERABLES																			
CE-1	PROJECT MANAGEMENT OF CA/CEI SERVICES	76	156	0	0	24	\$ -	\$ 42,604	\$ 4,470	0	\$ -	\$ -	\$ -	\$ -	\$ 42,604	\$ 4,470	\$ 47,073.71		
CE-1.1	Coordination	52	156					\$ 35,150	\$ 3,687			\$ -	\$ -	\$ -	\$ 35,150	\$ 3,687	\$ 38,837.05		
CE-1.2	Status Reports and Invoices	24				24		\$ 7,455	\$ 782			\$ -	\$ -	\$ -	\$ 7,455	\$ 782	\$ 8,236.66		
CE-2	CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)	36	56	0	98	26	\$ -	\$ 28,155	\$ 2,954	0	\$ -	\$ -	\$ -	\$ -	\$ 28,155	\$ 2,954	\$ 31,108.53		
CE-2.1	Pre-Construction Conference	2	2		2			\$ 913	\$ 96			\$ -	\$ -	\$ -	\$ 913	\$ 96	\$ 1,009.20		
CE-2.6	Project Progress Meetings	14	14					\$ 5,073	\$ 532			\$ -	\$ -	\$ -	\$ 5,073	\$ 532	\$ 5,605.43		
CE-2.7	Working Drawings, Shop Drawings, and other Submittal Reviews	8	16		48	10		\$ 9,731	\$ 1,021			\$ -	\$ -	\$ -	\$ 9,731	\$ 1,021	\$ 10,751.56		
CE-2.8	Consultation During Construction	12	24		48	16		\$ 12,438	\$ 1,305			\$ -	\$ -	\$ -	\$ 12,438	\$ 1,305	\$ 13,742.34		
CE-3	CONSTRUCTION, ENVIRONMENTAL COMPLIANCE AND WORK ZONE MONITORING AND INSPECTION	8	40	0	254	0	\$ 538	\$ 32,410	\$ 3,344	182	\$ 1,474	\$ 21,441	\$ 2,097	\$ 2,012	\$ 53,851	\$ 5,440	\$ 59,290.98		
CE-3.2	Construction Activity Monitoring	8	40		254		\$ 538	\$ 32,410	\$ 3,344	182	\$ 1,474	\$ 21,441	\$ 2,097	\$ 2,012	\$ 53,851	\$ 5,440	\$ 59,290.98		
CE-5	PROJECT CLOSE-OUT	6	32	16	0	0	\$ 50	\$ 7,982	\$ 832	0	\$ -	\$ -	\$ -	\$ 50	\$ 7,982	\$ 832	\$ 8,813.68		
CE-5.1	Final Inspection(s) and Submittals	4	24				\$ 50	\$ 4,636	\$ 481			\$ -	\$ -	\$ 50	\$ 4,636	\$ 481	\$ 5,116.74		
CE-5.2	As-Constructed Plans	2	8	16				\$ 3,346	\$ 351			\$ -	\$ -	\$ -	\$ 3,346	\$ 351	\$ 3,696.94		
TOTAL Non-Contingency		126	284	16	352	50	\$ 588	\$ 111,151	\$ 11,599	182	\$ 1,474	\$ 21,441	\$ 2,097	\$ 2,062	\$ 132,591	\$ 13,695	\$ 146,286.90		
CONTINGENCY TASKS/DELIVERABLES																			
CE-2	CONSTRUCTION CONTRACT ADMINISTRATION/CONSTRUCTION ENGINEERING and INSPECTION (CA/CEI)	4	20	0	22	8	\$ -	\$ 6,873	\$ 721	0	\$ -	\$ -	\$ -	\$ -	\$ 6,873	\$ 721	\$ 7,594.37		
CE-2.3	Quality Assurance & Contract Administration Plan [CONTINGENCY TASK]	2	4			8		\$ 1,879	\$ 197			\$ -	\$ -	\$ -	\$ 1,879	\$ 197	\$ 2,075.62		
CE-2.9	Design Modifications [CONTINGENCY TASK]	2	16		22			\$ 4,995	\$ 524			\$ -	\$ -	\$ -	\$ 4,995	\$ 524	\$ 5,518.75		
TOTAL Contingency		4	20	0	22	8	\$ -	\$ 6,873	\$ 721	0	\$ -	\$ -	\$ -	\$ -	\$ 6,873	\$ 721	\$ 7,594.37		
TOTAL Non-Contingency + Contingency		130	304	16	374	58	\$ 588	\$ 118,024	\$ 12,320	182	\$ 1,474	\$ 21,441	\$ 2,097	\$ 2,062	\$ 139,465	\$ 14,416	\$ 153,881.26		

SIGNATURE CERTIFICATE

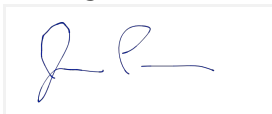


REFERENCE NUMBER

64EEA020-FBAC-42A9-AB95-30260E506847

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 64EEA020-FBAC-42A9-AB95-30260E506847</p> <p>Transaction Type Signature Request</p> <p>Sent At 12/06/2021 12:54 EST</p> <p>Executed At 12/06/2021 13:04 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 85d37fb66e065a09dc43e4e1d8fa1761362faa9e3d59d7cb2e07fc7814b093a5</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name 20122-000 Amendment 1 Dks Associates Rev 11 18 2021</p> <p>Filename 20122-000_amendment_1_dks_associates_rev_11_18_2021.pdf</p> <p>Pages 22 pages</p> <p>Content Type application/pdf</p> <p>File Size 708 KB</p> <p>Original Checksum 290a8ab1f8fb3ce82f22a363863160ab613373bbc12f96736db7be718b19138f</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Jim Peters</p> <p>Email jim.peters@dksassociates.com</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum ae1c5638fc5c29cac762c979e0c122986c831dc7279a7ed2f9128424b0ad15ae</p> <p>IP Address 67.189.50.103</p> <p>Device Chrome via Mac</p> <p>Drawn Signature </p> <p>Signature Reference ID 2CF0A14B</p> <p>Signature Biometric Count 182</p>	<p>Viewed At 12/06/2021 13:04 EST</p> <p>Identity Authenticated At 12/06/2021 13:04 EST</p> <p>Signed At 12/06/2021 13:04 EST</p>

AUDITS

TIMESTAMP	AUDIT
12/06/2021 12:54 EST	Eva Norwood (eva.norwood@dksassociates.com) created document '20122-000_amendment_1_dks_associates_rev_11_18_2021.pdf' on Chrome via Windows from 50.38.54.21.
12/06/2021 12:54 EST	Jim Peters (jim.peters@dksassociates.com) was emailed a link to sign.
12/06/2021 13:04 EST	Jim Peters (jim.peters@dksassociates.com) viewed the document on Chrome via Mac from 67.189.50.103.
12/06/2021 13:04 EST	Jim Peters (jim.peters@dksassociates.com) authenticated via email on Chrome via Mac from 67.189.50.103.
12/06/2021 13:04 EST	Jim Peters (jim.peters@dksassociates.com) signed the document on Chrome via Mac from 67.189.50.103.



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Acknowledging Financial Statement Findings for Fiscal Year 2021 and Describing
Corrective Action in Accordance with ORS 297.466

Purpose/ Outcomes	Acknowledgement of financial statement findings for fiscal year 2021 and description of the corrective action that will be implemented.
Dollar Amount and Fiscal Impact	The dollar amount of each over expenditure is reported in the Annual Comprehensive Financial Report (ACFR) as part of the Notes to the Basic Financial Statements.
Funding Source	N/A
Duration	Expenditures are reported on annually. Corrective action to be implemented will be permanent.
Strategic Plan Alignment	This item will address and correct an audit issue regarding the Service District No. 5 annual financial audit reporting leading to increased financial transparency.
Previous Board Action	N/A
County Counsel Review	This Service Level Agreement has been reviewed and approved by County Counsel on 12-6-2021.
Procurement Review	No, this does not involve Procurement as it is an audit item.
Contact Person	Christa Bosserman Wolfe, Deputy Finance Director, 503-742-5407

BACKGROUND:

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statues. One of these requirements is to report upon any internal controls over financial reporting that identified any material weakness in the financial statements. Detail of this can be found in the ACFR as part of the Schedule of Findings and Reponses.

ORS 297.466 requires that the governing body of the Clackamas County adopt a resolution acknowledging the Financial Statement Findings and describing the corrective actions implemented. Corrective action is commencing now and will continue into the future.

This Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve this resolution acknowledging the Financial Statement Findings for fiscal year 2021 and describing corrective action in accordance with ORS 297.466.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Finance Director

Staff Report Audit Finding Correction SD5 FY21

Final Audit Report

2021-12-07

Created:	2021-12-07
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlk6ailw1HxWhjKXtKKI_DQF7CTEA-r_U

"Staff Report Audit Finding Correction SD5 FY21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)
2021-12-07 - 5:31:49 PM GMT- IP address: 198.245.132.3
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2021-12-07 - 5:32:09 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2021-12-07 - 5:33:32 PM GMT- IP address: 198.245.132.3
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2021-12-07 - 5:34:06 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.
2021-12-07 - 5:34:06 PM GMT

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

In the Matter of a Resolution Acknowledging
Financial Statement Findings for Fiscal Year
2021 and Describing Corrective Action in
Accordance with ORS 297.466

RESOLUTION NO.
Page 1 of 1

Whereas, the Clackamas County Service District No. 5 Annual Comprehensive Financial Report (“ACFR”) for the fiscal year ending June 30, 2021, contained a Financial Statement Finding 2021-001 (the “Financial Statement Finding”), as defined therein, that noted a “significant deficiency”; and

Whereas, the ACFR defines a significant deficiency as “a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance”; and

Whereas, ORS 297.466(2) requires the governing body of Clackamas County Service District No. 5 to determine measures considered necessary for corrective action and a period of time estimated to complete them; and

Whereas, ORS 297.466(3) requires Clackamas County Service District No. 5 to submit an adopted resolution of corrective measures to the Secretary of State’s Office within 30 days from the submission of the ACFR to the Secretary of State; and

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve as follows:

In order to ensure current and future improvements in internal controls, Clackamas County Service District No. 5 will implement the recommended procedures outlined in the ACFR, the relevant portion of which is attached hereto Exhibit A and incorporated by this reference herein, by June 30, 2022.

Dated this 16th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY SERVICE DISTRICT NO. 5
(A Component Unit of Clackamas County, Oregon)
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED JUNE 30, 2021

FINDING 2021-001—Completeness of Accounts Payable

Criteria – Accounts payable should represent a complete presentation of authorized current obligations that arise from the purchase of goods or services including those received but not billed.

Condition – The District received an invoice from a vendor in July 2021, 63% of which was for services the District received in June 2021. The District did not properly accrue the services received in accounts payable as of June 30, 2021.

Context – The District has one significant vendor, which generally invoices the District once per month.

Effect – The District’s financial statements as of June 30, 2021 understated accounts payable and expense by \$95,954.

Cause – District staff marked the vendor invoice to be paid with FY22 budget dollars, and Accounts Payable staff did not identify that 63% of the current invoiced charges were for FY21 services, requiring accrual as of June 30, 2021.

Recommendation – We recommend the County provide District staff education and training over prorating invoices near fiscal year-end.

Response – The County has reviewed with staff the process of splitting invoices at year-end by prorating the cost based on the number of service days. District staff have noted this in their procedures for next year. County Finance has also added a procedure of reviewing PGE invoices for this accrual before closing the books.

Draft

Approval of Previous Business Meeting
Minutes:
December 9, 2021

BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES

A complete video copy and packet including staff reports of this meeting can be viewed at

<https://www.clackamas.us/meetings/bcc/business>

Thursday, December 2, 2021 – 10:00 AM

Virtual Meeting via Zoom and in Person

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

EXCUSED:

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

COVID-19 Updates

~Board Discussion~

Recess as the Board of County Commissioners and convene as the Housing Authority

I. HOUSING AUTHORITY CONSENT AGENDA

<https://www.clackamas.us/meetings/bcc/business>

- A. Approval of Board Order No. 1960 to write-off Uncollectible Accounts for the Second Quarter of Fiscal Year 2022. Total loss is \$2,329.70. No General Funds are involved.
- B. Approval of Amendment #2 extending to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for six (6) months and adding \$55,000 for case management for program participants. New total contract value is \$280,000. Funded with County General Funds budgeted within Affordable Housing and Services.
- C. Approval to execute a construction contract with A-1 Quality Construction for on demand services for removing and replacing flooring in Public Housing units. Total maximum contract value is \$250,000 funded through HUD Federal Capitol Grant Funds. No County General Funds are involved

Commissioner Leenstra: I move for approval of the consent agenda

Commissioner Shull: Second

Clerk called the Poll

Commissioner Leenstra: Aye

Commissioner Schrader: Aye

Commissioner Fischer: Aye

Commissioner Savas: Aye

Commissioner Shull: Aye

Chair Smith: Aye.–the motion carries 6-0

Adjourn as the Housing Authority Board and reconvene as the Board of County Commissioners

II. **BOARD DISCUSSION ITEMS <https://www.clackamas.us/meetings/bcc/business>

A. Disaster Management

- i. Approval of Addendum #2 to Board Order #2020-71, extending the Emergency Declaration of Wildfire Debris until August 1, 2022. No County General Funds are involved.

Commissioner Shull: "I move for Approval of Addendum #2 to Board Order #2020-71 extending the Emergency Declaration of Wildfire Debris until August 1, 2022."

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.—the motion carries 5-0

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

~~Approval of a Clackamas County Supplemental Budget Resolution for Fiscal Year 2021-2022.~~

III. **CONSENT AGENDA** <https://www.clackamas.us/meetings/bcc/business>

A. **Elected Officials**

- i. Approval of Previous Business Meeting Minutes – BCC

B. **Health, Housing and Human Services**

- i. Approval of Amendment #02 to a Revenue Contract with Trillium Community Health Plan, Inc. for Certain Behavioral Health Services. Amendment adds \$192,000.00 for a new maximum value of \$942,000 funded through Oregon Health Plan funds. No County General Funds are involved.
- ii. Approval of a Contract with Cambridge Consultants for EMS System Planning Services. Maximum contract value is \$152,200 funded through EMS System Enhancement funds. No County General Funds are involved.
- iii. Approval of Intergovernmental Agreement with Sandy Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- iv. Approval of Intergovernmental Agreement with Molalla Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- v. Approval of Intergovernmental Agreement with Hoodland Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- vi. Approval of Intergovernmental Agreement with Clackamas Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.

- vii. Approval of Intergovernmental Agreement with Canby Fire District for COVID vaccine administration. Contract maximum value is \$150,000 funded through ARPA and FEMA funding. No County General Funds are involved.
- viii. Approval of Amendment #1 to the Ground Lease between the Clackamas County Development Agency and Clackamas County for the property located at 16575 SE 115th Ave. for the continued site use for the Veterans Village Program. No County General Funds are involved.
- ix. Approval of Amendment #2 extending to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for six (6) months and adding \$55,000 for case management for program participants. New total contract value is \$280,000. Funded with County General Funds budgeted within Affordable Housing and Services.

C. Transportation and Development

- i. Approval of a Contract with Hart Crowser, Inc. for the Transportation Earthquake Preparation and Response Plan Project. Maximum contract value is \$168,185 funded through County Road Funds. No County General Funds are involved.
- ii. Approval of a Board Order vacating a portion of an unnamed, non-maintained Local Access Road created in 1913 through "Sunshine Valley Orchard Tracts" northwesterly of Boring, Oregon. There is no financial impact.

D. Finance Department

- i. Approval of a Resolution for Extension and 4-H Service District Supplemental Budget (Less than Ten Percent) and Transfers for Fiscal Year 2021-2022. This supplemental budget increases appropriations by \$16,500 funded through interest income, no County General Funds are involved.
- ii. Approval of a Parking Lot Space Lease Agreement between Facilities Management and Edington Properties, LLC for the lease of nine (9) Courthouse staff parking spaces located at 713 Main Street, Oregon City. Funded through current allocations some of which are County General Funds.

E. Administration

- i. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and the City of Lake Oswego. The City of Lake Oswego is contributing \$30,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.
- ii. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Portland General Electric (PGE). PGE is contributing \$45,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.
- iii. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Oregon City. Oregon City is contributing \$8,000 in support of the contract Clackamas County approved with

the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.

- iv. Approval of an Intergovernmental Agreement between Clackamas County Equity and Inclusion (County Administration) and Clackamas Community College. Clackamas Community College is contributing \$15,000 in support of the contract Clackamas County approved with the Coalition of Communities of Color for the Racial Research Justice study. This is a reimbursement; No County General Funds are involved.

F. Business and Community Services

- i. Approval of Amendment #4 of the Memorandum of Understanding between Clackamas County Business and Community Services and Hoodland Women's Club. This Amendment extends the time to transfer properties from Clackamas County to a Local Park District upon its formation. No fiscal impact beyond ongoing operational and maintenance costs incurred by BCS while the land is under Clackamas County ownership.
- ii. Approval of Local Grant Agreement Amendment #6 with Micro Enterprise Services of Oregon (MESO) for provision of a small grants program in support of the local business community impacted by the COVID-19 pandemic. This amendment adds \$228,486 in CARES Act funding and \$22,614 State Lottery dollars. No County General Funds are involved.

G. Disaster Management

- i. Approval of Amendment #1 to Intergovernmental Agreement #34636 with Oregon Department of Transportation for Right-of-Way (ROW) Wildfire-Damaged Hazard Tree Removal. No County General Funds are involved.

Commissioner Shull: "I move for Approval of the consent agenda"

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye

Commissioner Schrader: Aye

Commissioner Savas: Aye

Chair Smith: Aye.–the motion carries 5-0

Adjourn as the Board of County Commissioners and convene as the Development Agency.

IV. DEVELOPMENT AGENCY CONSENT AGENDA <https://www.clackamas.us/meetings/bcc/business>

- A. Approval of Amendment #1 to the Ground Lease between Clackamas County Development Agency and Clackamas County pertaining to property located at 16575 SE 115th Avenue for the continued site use for the Veterans Village Program. No County General Funds are involved.

Commissioner Savas: "I move for Approval of the consent agenda"

Commissioner Schrader: Second

Clerk called the Poll

Commissioner Fischer: Aye

Commissioner Shull: Aye
Commissioner Schrader: Aye
Commissioner Savas: Aye
Chair Smith: Aye.–the motion carries 5-0

Recess as the Development Agency and reconvene as the Board of County Commissioners.

V. PUBLIC COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Opened Public Communication

No on in person to testify

Via Zoom:

1. Paul Hanrahan – Milwaukie

Closed Public Communication

VI. COUNTY ADMINISTRATOR UPDATE <https://www.clackamas.us/meetings/bcc/business>

VII. COMMISSIONERS COMMUNICATION <https://www.clackamas.us/meetings/bcc/business>

Adjourned 6:55 PM



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

December 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution to delegate signing authority of sensitive documents to the Chair of the Commission and the County Administrator to sign on behalf of the County and its service districts.

Purpose/Outcome	The resolution delegates authority to the Chair of the Commission and the County Administrator to sign sensitive documents that are considered confidential and where the disclosure of the terms of the agreement would potentially compromise the mission of one or more of the contracting parties.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy, and secure communities
Duration	The delegated signing authority shall exist from the date of the order through December 31, 2022
Previous Board Action/Review	None
Counsel Review	Stephen Madkour
Procurement Review	Not Applicable
Contact Person	Nancy Artmann (503)785-5012

BACKGROUND:

The Clackamas County Sheriff's Office (CCSO) receives awards from external agencies that are considered law enforcement sensitive, and disclosure of the terms of the agreement has the potential to compromise the mission of one or more of the contracting parties. Given the sensitive nature of these documents, CCSO would like to request signature be delegated to the Chair of the Commission and the County Administrator.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve the resolution delegating authority to the Chair of the Commission and the County Administrator to sign sensitive agreements.

Respectfully submitted,

Jenna Morrison
Chief Deputy

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

In the Matter of Approving
Agreements that are Considered
Sensitive for Law Enforcement and
Other Purposes



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all Intergovernmental Agreements, contracts and any amendments or renewals of the same;

Whereas, the Board typically publishes the full terms of all agreements and contracts on its consent agenda of its regular business meeting;

Whereas, on occasion the Sheriff’s Office and other County departments have agreements that are considered sensitive and where the disclosure of the terms of the agreement would potentially compromise the mission of one or more of the contracting parties; and

Whereas, in order to allow for the orderly transaction of the County’s business, the Board will delegate signing authority of documents that deemed as sensitive agreements to both the Chair and the County Administrator.

NOW THEREFORE, the Clackamas County Board of County Commissioners orders as follows:

1. The Board delegates signing authority of sensitive documents to both the Chair of the Commission and the County Administrator to sign on behalf of the County and any of its service districts.
2. This delegated signing authority shall exist from the date of the Order through December 31, 2022.
3. The Chair and the County Administrator will advise the full Board at the next available opportunity of the nature of the document signed and the date that it was signed.

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

In the Matter of Approving
Agreements that are Considered
Sensitive for Law Enforcement and
Other Purposes



Board Order No. _____

Page 2 of 2

DATED this 16th day of December 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



John D. Wentworth, Clackamas County District Attorney

807 Main Street, Oregon City, Oregon 97045
 P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

December 14, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

**Approval of
2021-2023 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant**

Purpose/Outcomes	The purpose of this non-competitive grant is to build the capacity of the District Attorney’s Victim Assistance program, a long-standing program with a proven track record of service, in order to provide services to unserved victim groups.
Dollar Amount and Fiscal Impact	<p>2021-2023 VOCA Non-Competitive Program October 1, 2021 – September 30, 2023: \$1,023,466.00</p> <p>2021-2023 CFA Non-Competitive Program October 1, 2021 – September 30, 2023: \$422,539.00 CFA Total Award: \$389,142.00 Quarterly CFA Payments: \$ 52,813.37</p> <p>Additional Carry Over: \$ 33,397.00 Total CFA: \$ 422,539.00</p> <p>Grant revenue will be used to continue funding the Personnel Service costs for 7.00 FTE Victim Advocates. Any remaining funds will be used to enhance current victim services as well as and training costs as required by VOCA/CFA.</p> <p>The VOCA NC grant totaling \$1,023,466.00 usually requires a 25% in-kind match but that requirement has been waived for this grant cycle. The CFA NC grant does not require a match.</p>
Funding Source	The Oregon Department of Justice Crime Victim’s Services Division (CVSD) is the State Administrative Agency for the Victims of Crime Act (VOCA) grant programs as authorized by ORS 147.231. The Oregon Department of Justice Crime (DOJ) Victim Services Division has combined the VOCA NC and CFA into one grant application.
Duration	Effective October 1, 2021 - September 30, 2023
Previous Board Action/Review	The Clackamas County Board of County Commissioners previously approved the application for the 2021-2023 VOCA and CFA Non-Competitive Grant Agreement on 7/29/21. This request for the Board of County Commissioners to approve this grant agreement will be presented on 12/14/21.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Respond to the emotional needs of crime victims. 2. Assist victims to stabilize their lives after a victimization. 3. Assist victims to understand/participate in the Criminal Justice System while invoking their statutory Victim Rights.

	4. Provide victims with a measure of safety and security while restoring a violence free life.
Contact Person	Carrie Walker, Victim Assistance Director for the District Attorney (503) 655-8616
Award No.	VOCA/CFA-2021-ClackamasCo.DAVAP-00019

BACKGROUND:

As a result of the 1983 Oregon Legislature, ORS 147.227 mandates that county prosecution-based Victim Assistance Programs (VAP) statutorily mandate the following core services in assistance to victims of crime under the funding guidelines of the CFA (aka: Unitary Assessment) funding:

- Notify victim of their Victim Rights
- Inform victims, upon request, of the status of the criminal case involving the victim
- Provide advocacy for victims as they move through the criminal justice system
- Assist victims in the preparation of restitution documents
- Prepare victims for court hearings and encouraging & facilitating victim testimony
- Accompany victims to court hearings/Grand Jury/trials/sentencing
- Involve victims in the decision-making process in the criminal justice system
- Inform victims of the processes to request the return of property held as evidence
- Assist victims with the logistics related to court appearances
- Assist victims of crime in the preparation and submission of Crime Victims Compensation Program (CVCP) applications to the Department of Justice

The Victims of Crime Act of 1984 (VOCA) is the only federal grant program supporting direct assistance services to victims of all types of crimes. Federal VOCA funds are passed through the Oregon Department of Justice to victim service organizations throughout the state to extend and enhance services to victims of crime.

In addition to the mandated core services previously listed, the Clackamas County District Attorney's Office - Victim Assistance Program also provides essential support, often life-saving, services to victims of crime, such as:

- Immediate and long-term safety planning
- Crisis intervention and ongoing emotional support
- Assistance in obtaining protective orders
- Counseling and community resource referrals
- Crime scene response with law enforcement
- Call out response to hospital emergency departments for forensic medical exams
- Support for victims regardless of the prosecutorial merits of the case
- Advocacy while navigating the criminal justice system, both pre, and post-adjudication

RECOMMENDATION:

I respectfully recommend that the Clackamas County Board of County Commissioners approve this request to accept funds for the **2021-2023 Victims of Crime Act & Criminal Fine Account Non-Competitive Program Grant** and the Chair of the Board of County Commissioners to sign on behalf of the County.

Respectfully submitted,

John D. Wentworth
District Attorney



G21

DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: October 1, 2021

TO: 2021-2023 VOCA and CFA Non-Competitive Grant Recipients

FROM: Kim Kennedy, Grant Unit Manager

Attached is your agency's 2021-2023 VOCA and CFA Non-Competitive Grant Agreement. Please download the entire document and have your authorized official sign the following pages:

- The final page of the Grant Agreement;
- Exhibit A – Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements;
- Exhibit B – Standard Assurances;
- Exhibit C – Single Audit Certification Letter;
- Exhibit D – Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants issued by the Oregon Department of Justice; and
- Exhibit E - Victims of Crime Act Special Conditions

Once the Grant Agreement is signed, please upload a copy of the signed Grant Agreement and Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants. Once the documents are uploaded, you will need to **change the application status in CVSSD E-Grants to "Agreement Accepted"**.

Once the signed Grant Agreement and Exhibits have been uploaded in E-Grants, a copy of the Grant Agreement signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded into E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this Agreement, please contact Amanda VanTil, Grant Specialist, at 503-378-6870.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**VICTIMS OF CRIME ACT
CRIMINAL FINE ACCOUNT
2021-2023 VOCA AND CFA NON-COMPETITIVE
GRANT AWARD COVER SHEET**

<p>1. Applicant Agency's Name and Address: Clackamas County, acting by and through its District Attorney's Office 807 Main Street Oregon City, OR 97045-1845 Contact Name: Carrie Walker Telephone: (503) 655-8616 E-mail: carriewal@co.clackamas.or.us</p>	<p>2. Special Conditions: This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement.</p> <p>3. Statutory Authority for Grant: VOCA: Federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 1061 ET SEQ and ORS 147.231 (1) CFA: ORS 147.227 and OAR 137-078-0000</p>								
<p>4. Award Number: VOCA/CFA-2021-ClackamasCo.DAVAP-00019</p>	<p>5. Award Date: October 1, 2021</p>								
<p>6. Grantee Tax Identification Number: 93-6002286</p>	<p>7. DUNS Number: 096992656</p>								
<p>8. Type of Party Receiving Funds: x Subrecipient <input type="checkbox"/> Contractor</p>	<p>9. Project Period: October 1, 2021 - September 30, 2023</p>								
<p>10. VOCA Category: General Victim Services</p>	<p>11. Total VOCA Grant Award Amount / Match Amount Required: \$1,023,466.00/ \$255,866.50 Match Waiver Approved For: \$255,866.50</p>								
<p>12. VOCA CFDA Number: CFDA 16-575</p>	<p>13. Total CFA Grant Award Amount: CFA Budget: \$422,539.00 Carry Over: \$ 33,397.00 CFA Total Award: \$389,142.00</p>								
<p>14. Indirect Cost Rate: NA%</p>	<p>15. Total Federal Award Amount: \$1,023,466.00</p>								
<p>16. VOCA Annual Narrative Report Due Dates: October 31, 2022 October 31, 2023 (final)</p>	<p>17. VOCA and CFA Financial Reports, VOCA PMT Report, and CFA Statistical Report Due Dates:</p> <table border="0"> <tr> <td>January 31, 2022</td> <td>January 31, 2023</td> </tr> <tr> <td>April 30, 2022</td> <td>April 30, 2023</td> </tr> <tr> <td>July 20, 2022</td> <td>July 20, 2023</td> </tr> <tr> <td>October 31, 2022</td> <td>October 31, 2023 (final)</td> </tr> </table>	January 31, 2022	January 31, 2023	April 30, 2022	April 30, 2023	July 20, 2022	July 20, 2023	October 31, 2022	October 31, 2023 (final)
January 31, 2022		January 31, 2023							
April 30, 2022	April 30, 2023								
July 20, 2022	July 20, 2023								
October 31, 2022	October 31, 2023 (final)								
<p>18. Common Outcome Measures Reports Due Dates: April 30, 2022 October 31, 2022 April 30, 2023 October 31, 2023</p>									
<p>This award is contingent upon the Grantee agreeing to the terms of award for the grant entitled "2021-2023 VOCA and CFA Non-Competitive Project Grant". The Grant Agreement must be signed by an authorized official in order to validate the acceptance of this award.</p>									

**OREGON DEPARTMENT OF JUSTICE
VOCA AND CFA INTERGOVERNMENTAL GRANT AWARD**

**2021-2023 VOCA AND CFA NON-COMPETITIVE GRANT AGREEMENT
VOCA/CFA-2021-ClackamasCo.DAVAP-00019**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096

AND: Clackamas County, acting by and through its District Attorney's Office (Grantee)
807 Main Street
Oregon City OR 97045-1845

PROJECT START DATE: October 1, 2021

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award.

- (a) Pursuant to the federal Victims of Crime Act of 1984, as amended, 42 U.S.C. 10601 *et.seq.* ("VOCA") and ORS 147.231(1), Grantor is authorized to enter into a grant agreement and to make an award from funds received under VOCA to Grantee for the purposes set forth herein.
- (b) Pursuant to ORS 137.143, a monetary obligation is imposed upon a convicted person. Those obligations are deposited into the Criminal Fine Account ("CFA"), and pursuant to ORS 147.227 (1), Grantor is authorized to enter into a Grant Agreement and to make an award, from funds in the Criminal Injuries Compensation Account that are received from the CFA, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Grant Award Agreement, hereafter referred to as "Agreement", is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of October 1, 2021.

Section 1.04. Agreement Documents. This Agreement includes the following documents listed in descending order of precedence and incorporated into this Agreement. 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.

- (a) This Agreement without any Exhibits.
- (b) Exhibits A through E as described in Section 2.04 (c).
- (c) Exhibit F.
- (d) The most current versions of the VOCA Handbook available at the Grantor's web page under **VOCA Federal Rules and State Guidelines** <https://www.doj.state.or.us/crime-victims/grant->

funds-programs/victims-of-crime-act-voca-assistance-fund/ (“VOCA Handbook”) and the CFA Grant Management Handbook available at the Grantor’s web page at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/criminal-fine-account-cfa-funding/>, (“CFA Grant Management Handbook”).

- (e) 2021-2023 VOCA and CFA Non-Competitive Grant Funds Request for Applications for Awards (“VOCA and CFA RFA”).
- (f) Grantee’s VOCA and CFA Application from the VOCA and CFA Non-Competitive Application to include the general information for all Grantees, (Form A, Cover Page; Form D, Staff Roster; Form G, Project Description; Form I, Meaningful Access; Form J, MOUs, Contracts and Subawards (if applicable); Form K, Program Income Narrative (if applicable); Form L, Attachments to Upload; the Grantee’s VOCA Application as defined in Section 1.04 (g) herein, and the Grantee’s CFA Application as defined in Section 1.04 (h) herein, are collectively referred to as the “Grantee’s VOCA and CFA Application.”
- (g) Grantee’s VOCA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s VOCA Application”
 - i. Form B, VOCA Services Checklist
 - ii. Form C, as applicable, Underserved Funds
 - iii. Form E, as applicable, Governing Body Roster and Information
 - iv. Form F, as applicable, Volunteer Information
 - v. Forms M-Q of the Grantee’s VOCA and CFA Application, the “VOCA Budget”
- (h) Grantee’s CFA Application from the VOCA and CFA RFA to include the following and collectively referred to as “Grantee’s CFA Application.”
 - (i) Form H, Policies and Procedures Narrative; and
 - (ii) Forms M, N, O, and Q of the Grantee’s VOCA and CFA Application, the “CFA Budget”.

Section 1.05. Requirements for Pass-Through Entities. Information required by 2 CFR 200.332 for pass-through entities to include on all subawards is contained herein or available for VOCA at: https://justice.oregon.gov/crime-victims/pdf/voca_pass_through_agreement_requirements.pdf.

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with the maximum not-to-exceed amount of **\$1,412,608.00** (the “Grant”) from VOCA and CFA, to financially support and assist Grantee’s implementation of the Grantee’s VOCA and CFA Application (as described in Section 1.04), and all supplemental documents submitted by Grantee to Grantor, all of which are incorporated herein by this reference and collectively referred to as the “Project”.

Fund	Total Funds	Total Maximum Funds
VOCA	\$1,023,466.00	\$1,023,466.00
CFA	\$389,142.00	\$389,142.00

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall implement the VOCA and CFA as described in the Project.

Section 2.03. Disbursement of Grant Money. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant money to Grantee as follows:

- (a) For VOCA funds, disbursements shall be on a quarterly eligible expense reimbursement basis after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained and when Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein.
- (b) For CFA funds, the first installment shall be disbursed as soon as practicable after this Agreement is fully executed by all necessary parties and all required approvals, if any, obtained. Thereafter the Grant shall be disbursed in amounts to be determined by Grantor on or about each following January 31, April 30, July 31, October 31 until the earlier of (i) the entire Grant amount has been disbursed, (ii) the Availability Termination Date as defined in Section 2.06 or (iii) this Agreement terminates as provided herein

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant money to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Grantor has received sufficient federal and state funds under VOCA, CFA and the Criminal Injuries Compensation Account to allow the Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (b) Grantor, the CFA and the Criminal Injuries Compensation Account has each received sufficient funding appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantor has received a copy of **Exhibit A**, Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, **Exhibit B**, Standard Assurances, **Exhibit C**, Single Audit Certification Letter, **Exhibit D**, Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice, **Exhibit E**, Victims of Crime Act Special Conditions, and **Exhibit F**, Subcontractor Insurance Requirements, all in the form attached hereto and incorporated herein by this reference, duly executed and delivered on behalf of Grantee by an authorized official of Grantee;
- (d) Grantee certifies insurance coverage in full force for the duration of this Agreement;
- (e) If Grantee expends \$750,000 or more in federal funds from all sources Grantee has submitted the most recent single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F;
- (f) If Grantee agency does not claim an exemption from the Equal Employment Opportunity Plan ("EEO") requirement (Grantee is an educational, medical or non-profit institution or an Indian Tribe; or Grantee has less than 50 employees; or Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds), Grantee has prepared, maintained on file, submitted to the Office

for Civil Rights for review (if receiving a single award of \$25,000 or more), and implemented an EEOB;

- (g) Grantee is current in all reporting requirements of all active or prior VOCA grants, including, but not limited to:
 - (i) Grantor has received from Grantee a quarterly financial report (as described in Section 5.07) appropriately describing the expenses for which the reimbursement is claimed;
 - (ii) Grantor has received the completed Annual VOCA Narrative Report as described Section 5.07 and in the most recent version of the VOCA Grant Management Handbook;
 - (iii) Grantor has received the completed VOCA Performance Measurement Tool report as described in Section 5.07; and
 - (iii) Grantor has received the Client Feedback Form and Outcome Measure Report as described in Section 5.07.
- (h) Grantee is current in all reporting requirements of all active or prior CFA grants, including, but not limited to:
 - i. Grantor has received from Grantee a quarterly financial report as described in Section 5.07 appropriately describing the expenses for the reporting period; and
 - ii. Grantor has received from Grantee the completed CFA quarterly statistical reports as described in Section 5.07 and in the most recent version of the CFA Grant Management Handbook.
- (i) No default as described in Section 6.03 has occurred; and
- (j) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

Reserved

Section 2.06. Grant Availability Termination. The availability of Grant money under this Agreement and Grantor's obligation to disburse Grant money pursuant to Section 2.03 shall end on **September 30, 2023** (the "Availability Termination Date"). Grantor will not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed reports, as described in Section 5.07, or on **September 30, 2023**, whichever date occurs first, exclusive of financial and narrative reports which are due no later than 30 days after the Availability Termination Dates. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant money is limited to those expenditures necessary to implement the Project. All Grant money must be for expenses that are eligible under applicable federal and State of Oregon law, and as described in the most recent versions of the VOCA Handbook and the CFA Grant Management Handbook. Furthermore, Grantee's expenditure of Grant money must be in

accordance with the Project VOCA Budget set forth in the Grantee's VOCA Application and Grantee's CFA Application.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant money for (i) indirect costs defined in 2 CFR 200.1 in excess of a federally-approved Negotiated Indirect Cost Rate, or in excess of ten percent (10%) if Grantee does not have a federally approved Negotiated Indirect Cost Rate, (ii) unallowable costs as listed in 2 CFR Part 200 and OAR 137-078-0041 (2)(a), (iii) to provide services to persons other than those described in Section 5.18(a), (iv) for any purpose prohibited by any provision of this Agreement, or (v) to retire any debt or to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement. A detailed list of unallowable costs is referenced in the most recent version of the VOCA Handbook and can be found on the Crime Victim and Survivor Services Division ("CVSSD") website at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/victims-of-crime-act-voca-assistance-fund/#vocafederalrules>. A detailed list of unallowable CFA costs can be found in most recent version of the CFA Grant Management Handbook.

Section 3.03. Unexpended Grant Money. Any VOCA Grant money disbursed to Grantee, or any interest earned by Grantee on the Grant money, that is not expended by Grantee in accordance with this Agreement by the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended federal funds under this Section 3.03 by paying to Grantor the amount of unexpended federal funds or permitting Grantor to recover the amount of the unexpended federal funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended federal funds within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment of the Grant money from Grantor to Grantee, including but not limited to, any payment of federal funds to Grantee from Grantor under this Agreement and any payment of federal funds to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

If any CFA Grant money disbursed to Grantee, or any interest earned by Grantee on the CFA Grant money, is not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated, then at Grantor's discretion: (i) Grantee may retain a portion or all of such money with a demonstration satisfactory to Grantor of how it will be incorporated into the new fiscal year program or used in a subsequent grant award, or (ii) some or all of the unexpended CFA Grant money shall be returned to Grantor. Grantee may, at its option, satisfy its obligation to return unexpended CFA funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project starting date. If the Project is not operational within 90 days of the date of this Agreement, the Grantee must submit a second letter explaining the additional delay in implementation. The Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than **September 30, 2023** provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, Grantee shall not be required to complete the Project.

Section 5.03. Federal Assurances and Certifications. Grantee will comply with all of federal requirements, including, but not limited to, those set forth in Exhibits A – E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements; Standard Assurances; Single Audit Certification Letter; Certification of Compliance with Regulations, Office for Civil Rights, Office of Justice Programs for Subgrants Issued by the Oregon Department of Justice; and Victims of Crime Act Special Conditions) attached hereto.

Section 5.04. Civil Rights and Victim Services.

- (a) Grantee shall collect and maintain statutorily required civil rights statistics on victim services as described in the most recent version of the VOCA Grant Management Handbook.
- (b) Grantee shall comply with the following Oregon Department of Justice, CVSSD policies for addressing discrimination complaints,
 - (i) *Procedures for Responding to Discrimination Complaints from Employees of the Oregon Department of Justice, Crime Victim and Survivor Services Division's Subrecipients under U.S. Department of Justice Grant Programs*, available under Policies on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>; and
 - (ii) *Procedures for Responding to Discrimination Complaints from Clients, Customers, Program Participants, or Consumers of the Oregon Department of Justice, Crime Victim and Survivor Services Division Subrecipients* available under Policies on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.
- (c) Grantee shall complete and certify completion of civil rights training as described under Training on Grantor's Civil Rights Requirements web page available at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>. Grantee shall

conduct periodic training for Grantee employees on the procedures set forth in the policies referenced in subsection (b) of this Section.

- (d) Grantee shall prominently display at locations open to the public and shall include on publications, websites, posters and informational materials a notification that Grantee is prohibited from discriminating on the basis of race, color, national origin, religion, sex, gender identity, sexual orientation, age or disability and the procedures for filing a complaint of discrimination as described in the "Civil Rights Fact Sheet" developed by Grantor and available under Notification Regarding Program Availability on Grantor's Civil Rights Requirements web page at <https://www.doj.state.or.us/crime-victims/for-grantees/civil-rights-requirements/>.

Section 5.05. Volunteers. Grantee organization will use volunteers in the implementation of the Project unless a waiver has been obtained from Grantor.

Section 5.06. Training Requirements.

- (a) Grantee shall ensure that direct service staff, volunteers and members of the board of directors, or governing body or designated leaders with direct responsibility for domestic violence and sexual assault programs attend training that meets the requirements adopted by the Department of Human Services ("DHS") Advisory Committee. The *Training Requirements for Staff, Volunteers and Leadership of Non-Profit Organizations and Tribal Nations Serving Survivors of Domestic Violence, Sexual Assault, Dating Violence and Stalking* are available on the Grantor's web page at: <https://www.doj.state.or.us/crime-victims/grant-funds-programs/oregon-domestic-and-sexual-violence-services-odsvs-fund/>. The recommended training format is group training, but Grantees may choose to use the Oregon Coalition Against Domestic & Sexual Violence ("OCADSV") web-based advocacy training course to supplement in-person training: <http://www.ocadsv.org/resources/online-core-advocacy-training>.
- (b) Grantee shall ensure that VOCA-funded staff providing direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations successfully complete the Oregon Basic State Victim Assistance Academy (SVAA) training during the first year of the funding cycle. Information for the SVAA training is available at the NCVLI website at: https://law.lclark.edu/centers/national_crime_victim_law_institute/projects/OR_SVAA/basic.php. VOCA funded staff may alternatively submit a 40-hour training plan for CVSSD approval that covers topics relevant to the VOCA-funded staff position(s). from the 40-hour training plan may include relevant topics from the: 1. Oregon Basic State Victim Assistance Academy described above; 2. DHS Advisory Committee adopted DV/SA training requirements. Click here to see the document on the CVSSD webpage; 3. Core Advocate Training developed by the Oregon Coalition Against Domestic and Sexual Violence available at: <https://www.ocadsv.org/resources/online-core-advocacy-training>; 4. Office for Victims of Crime (OVC) Victims Assistance Training VAT Online can be found under the Course Descriptions tab; and 5. Additional population-specific topics.
- (c) Volunteers and interns providing VOCA-funded direct services in City and County Government-based agencies, Child Abuse Intervention Centers, and Special Population organizations are required to successfully complete the Office for Victims of Crime (OVC) Victims Assistance Training *Online* (VAT *Online*) or a training program that minimally covers the topics included in VAT *Online* during the first year of the grant cycle. Registration information for the VAT *Online* training can be accessed at: https://www.ovcttac.gov/views/TrainingMaterials/dspOnline_VATOnline.cfm. Alternatively, organizations may submit a training plan for CVSSD approval that covers topics relevant to volunteer position(s), which may be from VAT *Online*, DHS Advisory Committee adopted training requirements and OCADSV web-based advocate training described in subsection (a) of this

Section, SVAA described in subsection (b) of this Section, and additional population-specific topics.

- (d) All grant-funded staff providing direct services is required to attend the CVSSD-sponsored Crime Victims Compensation Training at least once every four years and ensure all direct service staff are appropriately trained.
- (e) Grantee shall notify Grantor when any staff training is completed by updating the Staff Roster in the CVSSD web-based grant application and reporting system ("CVSSD E-Grants"). Grantee shall document training completed by volunteers, interns and members of the board of directors, governing body or designated leaders.
- (f) Grantee shall attend all appropriate Grantor-sponsored training and fund-specific meetings unless specific written permission excusing attendance has been obtained from Grantor.

Section 5.07. Reporting Requirements.

- (a) Grantee shall submit the following reports as described in the most recent version of the VOCA Grant Management Handbook:
 - i. Semi-Annual Client Feedback Form and Outcome Measures Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by the Grantor in the most recent version of the VOCA Grant Management Handbook as well as collect other data as requested by the Grantor. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses semi-annually no later than 30 days after the end of the calendar quarters ending March 31 and September 30. Grantee shall use forms satisfactory to Grantor.
 - ii. Quarterly Financial Reports. Grantee shall provide Grantor with quarterly financial reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
 - iii. Quarterly Performance Measurement Tool Reports. Grantee shall provide Grantor with quarterly performance measurement tool reports no later than 30 days after the end of the calendar quarters ending December 31, March 31, and September 30, and no later than July 20 for the calendar quarter ending June 30.
 - iv. Annual Narrative Reports. No later than 31 days after the end of each calendar quarter ending September 30, Grantee shall prepare and submit to Grantor an Annual Narrative Report for the VOCA Non-Competitive Project covering the reporting period just ended from October 1 through September 30.
- (b) Grantee shall submit the following reports as described in the CFA Grant Management Handbook:
 - i. Quarterly Client Feedback Form and Outcome Measures Report. Grantee agrees to distribute a client feedback form to all victims served by the Project, as deemed appropriate by the Project. The client feedback form must include the three CVSSD Common Outcome Measures as designated by the Grantor in the most recent version of the CFA Grant Management Handbook as well as collect other data as requested by the Grantor. Grantee shall encourage return of the client feedback form with a survey completion and return rate goal of at least 10%. Grantee must report on the responses quarterly no later than 30 days after the end of the calendar quarters ending September 30, December 31, and March 31,

and no later than July 20 for the calendar quarter ending June 30. Grantee shall use forms satisfactory to Grantor.

- ii. Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending, September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall submit through CVSSD E-Grants to Grantor quarterly financial reports.
- iii. Quarterly Statistical Reports. No later than 31 days after the end of the calendar quarters ending September 30, December 31, March 31, and no later than July 20 for the calendar quarters ending June 30, Grantee shall prepare and submit through CVSSD E-Grants to Grantor quarterly statistical reports.

Section 5.08. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other state or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable federal and state law and standards as noted in 2 CFR 200.317 through 2 CFR 200.327.

Grantee shall not discriminate, in procurement transactions, against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by United States Department of Justice ("USDOJ"). The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government in undertaking any work, project, or activity for or on behalf of the federal government. Further details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

Section 5.09. Matching Funds.

Due to the passage Public Law No: 117-27, which amended the Victims of Crime Act (VOCA), **matching funds are not required** with this VOCA award.

Section 5.10. Program Income. In order to add program income to an award, Grantee (and any subrecipient at any tier) must seek approval from Grantor prior to generating any program income. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. Any program income added to an award must be used to support activities that were approved in the budget and follow the conditions of the Agreement. Any program income generated by the Grantee must be reported on the quarterly Financial Report in accordance with the addition alternative. Failure to comply with these requirements may result in Grantor withholding award funds, disallowing costs, or suspending or terminating the award. The Grantee must comply with all program income requirements contained in the Program Income Policy available on the Grantor's web page under Grant Guidance Documents: <https://www.doj.state.or.us/crime-victims/for-grantees/grant-guidance-documents/>.

Section 5.11. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult, youth, and child victims and their families, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term "personally identifying information", "individual information", or "personal information" means individually identifying information for or about an individual victim, including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.

- (b) Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Grantee's organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee's programs may not be released except under the following circumstances:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum, Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.
 - (ii) Grantee may not require consent to release of information as a condition of service.
 - (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian.

Except as provided in paragraph (c)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.

- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality Reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law and only if the following conditions are met:
 - (i) The underlying objectives of the fatality review are to prevent future deaths, enhance victim safety, and increase offender accountability;
 - (ii) The fatality review includes policies and protocols to protect identifying information, including identifying information about the victim's children, from further release outside the fatality review team;
 - (iii) The Grantee makes a reasonable effort to get a release from the victim's personal representative (if one has been appointed) and from any surviving minor children or the guardian of such children (but not if the guardian is the abuser of the deceased parent), if the children are not capable of knowingly consenting; and
 - (iv) The information released is limited to that which is necessary for the purposes of the fatality review.
- (h) Breach of Personally Identifying Information. Grantee is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.12. Criminal History Verification. Grantee shall obtain a criminal history record check on any

employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.13. Determination of Suitability to Interact with Participating Minors. If the purpose of some or all of the activities to be carried out under the VOCA project is to benefit a set of individuals under 18 years of age, Grantee must make determinations of suitability, in advance, before individuals may interact with participating minors, regardless of the individual's employment status. Details of this requirement can be found on the Office of Justice Programs website at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Section 5.14. Employment Eligibility Verification for Hiring. Grantee shall ensure that, as part of the hiring process for any position funded with VOCA funds, they will properly verify the employment eligibility of the individual who is being hired, consistent with provisions of 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens. Grantee must:

- (a) Notify all staff involved in the hiring process of this requirement;
- (b) Maintain records of all employment eligibility verifications pertinent to compliance with this requirement in accordance with Form I-9 record retention requirements.

For purposes of satisfying the requirement to verify employment eligibility, Grantee may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee uses E-Verify to confirm employment eligibility for each hiring for a position that is

or will be funded with VOCA funds.

Details of this requirement can be found in Exhibit E: Victims of Crime Act Special Conditions, and are incorporated by reference here.

Section 5.15. Maintenance, Retention and Access to Records; Audits.

- (a) Maintenance and Retention of Records. Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Grants Financial Management Division (GFMD) and the Office of the Chief Financial Officer (OCFO) set forth in the most recent version of the Office of Justice Programs (OJP) DOJ Grants Financial Guide, including 2 CFR Part 200, subpart F (if applicable), and 2 CFR Part 2800. All financial records, supporting documents, statistical records and all other records pertinent to this grant or agreements under this Grant shall be retained by the Grantee for a minimum of six years following termination or expiration of this Agreement for purposes of State of Oregon or federal examination and audit provided, however, that if there is any audit issue, dispute, claim or litigation relating to this Agreement or the Grant, Grantee shall retain and keep accessible the books of account and records until the audit issue, dispute, claim or litigation has been finally concluded or resolved. It is the responsibility of the Grantee to obtain a copy of the DOJ Grants Financial Guide from the OCFO available at <https://ojp.gov/financialguide/DOJ/index.htm> and apprise itself of all rules and regulations set forth.
- (b) Access to Records. Oregon Department of Justice/CVSSD, Oregon Secretary of State, the Office of the Comptroller, the General Accounting Office (GAO) or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of Grantee and any contractors or subcontractors of Grantee, which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
- (c) Audits. Grantee shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Grantee expends \$750,000 or more in federal funds (from all sources) in its fiscal year, Grantee shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Part 200, subpart F. Copies (electronic or URL address) of all audits must be submitted to CVSSD within 30 days of completion. If Grantee expends less than \$750,000 in its fiscal year, Grantee is exempt from federal audit requirements for that year. Records must be available for review or audit by appropriate officials as provided in subsection (b) of this Section.
- (d) Audit Costs. Audit costs for audits not required in accordance with 2 CFR Part 200, subpart F are unallowable. If Grantee did not expend \$750,000 or more in federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to this Grant.

Section 5.16. Compliance with Laws. Grantee shall comply with (and when required cause its subgrantees to comply with) all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant money and the activities financed with the Grant money. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with:

- (a) **Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.** (prohibiting discrimination in programs or activities on the basis of race, color, and national origin) and the **Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §10228(c)(1)** (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services).

- (i) These laws prohibit discrimination on the basis of race, color, religion, national origin, age, disability, and sex in the delivery of services.
- (ii) In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.
- (b) **Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et. Seq.** (prohibiting discrimination in employment practices or in programs and activities on the basis of disability).
- (c) **Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131** and ORS 659.425 (prohibiting discrimination in services, programs, and activities on the basis of disability), the **Age Discrimination Act of 1975, 42 U.S.C. § 6101-07** (prohibiting discrimination in programs and activities on the basis of age); and **Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 et. seq.** (prohibiting discrimination in educational programs or activities on the basis of gender); as well as all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws prohibit discrimination on the basis of race, color, religion, national origin and sex in the delivery of services. In the event a federal or state court, or a federal or state administrative agency, makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, sex, age, or disability, against the Grantee, the Grantee shall forward a copy of the finding to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street N.E., Salem, Oregon 97301-4096.
- (d) The **Federal Funding Accountability and Transparency Act (FFATA) of 2006**, which provisions include, but may not be limited to, a requirement for Grantee to have a Data Universal Numbering System (DUNS) number and maintain a current registration in the System for Award Management (SAM) database.
- (e) **Services to Limited English-Proficient Persons (LEP)** which includes national origin discrimination on the basis of limited English proficiency. Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including interpretation and translation services, where necessary. Grantee is encouraged to consider the need for language services for LEP persons served or encountered both in developing its proposals and budgets and in conducting its programs and activities. Reasonable costs associated with providing meaningful access for LEP individuals are considered allowable program costs. The USDOJ has issued guidance for grantees to assist them in complying with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
- (f) **Partnerships with Faith-Based and Other Neighborhood Organizations**, codified at 28 C.F.R. Part 38, and Executive Order 13279, regarding Equal Protection of the Laws for Faith-Based and Community Organizations(ensuring equal treatment for faith-based organizations and non-discrimination of beneficiaries on the basis of religious belief) ensures that no organization will be discriminated against in a USDOJ funded program on the basis of religion and that services are available to all regardless of religion. Executive Order 13279 ensures a level playing field for the participation of faith-based organizations as well as other community organizations.
- (g) All regulations and administrative rules established pursuant to the foregoing laws, and other regulations as provided at www.ojp.usdoj.gov/ocr.
- (h) The **Uniform Administrative Requirements, Cost Principles, and Audit Requirements** in 2

CFR Part 200, as adopted and supplemented by the USDOJ in 2 CFR Part 2800.

- (i) Further, Grantee shall not retaliate against any individual for taking action or participating in action to secure rights protected by these laws and agrees to report any complaints, lawsuits, or findings from a federal or state court or a federal or state administrative agency to the Oregon Department of Justice, CVSSD, 1162 Court Street N.E., Salem, OR 97301-4096 and the Office for Civil Rights, OJP, U.S.D.O.J. 810 7th Street N.W., Washington D.C. 20531.

Section 5.17. VOCA Eligibility Requirements. Grantee will comply with the federal eligibility criteria established by the Victims of Crime Act of 1984, as amended, and the Office of Justice Programs Financial Guide, in order to receive VOCA funds as described in the Grantee's VOCA Application.

Section 5.18. Assurances. The Grantee assures that it will:

- (a) Utilize VOCA funds only to provide authorized services to victims of crime;
- (b) Obtain prior approval from Grantor for:
 1. Movement of funds
 - i. For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
 - ii. For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
 2. Adding a budget category or line item that did not exist in the original budget; OR
 3. Deleting an existing category.
- (c) Comply with the requirements of the current version of the Office of Justice Programs, Financial Guide available at: <https://ojp.gov/financialguide/DOJ/index.htm> ; and
- (d) Comply with the terms of the most recent versions of the VOCA Grant Management Handbook and the CFA Grant Management Handbook.

SECTION 6 TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated at any time upon mutual written agreement between the Parties.

Section 6.02. Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal funds under VOCA to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.05.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to the Grantor, Grantee shall immediately cease all activities under this Agreement unless, in a notice issued by Grantor, Grantor expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant money or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect), or (viii) takes any action for the purpose of effecting any of the foregoing; or
- (d) A proceeding or case is commenced, without the application or consent of Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).

Section 6.05. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future VOCA awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

In performance of this Agreement, Grantee or Grantor may not be required to perform any act or acts that it is not authorized to perform under state or Federal law and may not be required to refrain from any act that it must perform under state or Federal law.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively, "Claim") between Grantor (and/or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants. No term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- (a) Grantee shall not enter into any Subawards, as defined in 2 CFR 200.1, for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall require any Subrecipients, as defined in 2 CFR 200.93, to comply in writing with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of federal funds. Grantor's consent to any Subaward shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (b) Grantee shall not enter into any Contracts, as defined in 2 CFR 200.1, required by this Agreement without Grantor's prior written consent. Grantee shall comply with procurement standards as defined in Section 5.08 when selecting any subcontractor. Grantee shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the most recent version of the VOCA Grants Management Handbook. Grantor's consent to any Contract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- (c) This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or

obligations hereunder or any interest herein without the prior consent in writing of Grantor. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Section 7.07. Contribution and Indemnification.

- (a) Generally. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.
- (b) Third Party Claim; Grantor's Joint Liability. With respect to a Third Party Claim for which the Grantor is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the Grantor on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantor on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the Grantor had sole liability in the proceeding.
- (c) Third Party Claim; Grantee's Joint Liability. With respect to a Third Party Claim for which the Grantee is jointly liable with the Grantor (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantor in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the Grantor on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
- (d) Alternative Dispute Resolution. The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to

resolve the dispute short of litigation.

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

- (f) **Subcontractor Insurance Requirements.** Grantee shall require each of its first tier contractors that is not a unit of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit F, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Agreement.

Section 7.09. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.10. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Money; Section 5.15, Maintenance, Retention and Access to Records; Audits; and Section 7, MISCELLANEOUS and any other provisions that by their terms are intended to survive.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

Section 7.12. Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

Section 7.13. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.14. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.15. No Third Party Beneficiaries. Grantor and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.

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



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED FOR LEGAL SUFFICIENCY

By: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: approved by email 10/26/2021



**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

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

(b) If the Applicant's request for Federal funds is in excess of \$100,000, and any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction," as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals:

a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects its (or its principals') present responsibility;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal,

or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov) unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(a) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide

notice, including position title of any such convicted employee, to: U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Clackamas County acting by and through it's District Attorney's Office

1. Grantee Name and Address

VOCA/CFA-2021-ClackamasCo DAVAP-00019

93-6002286

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

John D. Wentworth, District Attorney for Clackamas County

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date



11-5-2021



STANDARD ASSURANCES

On behalf of the Applicant, and in support of this application for a grant or cooperative agreement, I certify under penalty of perjury to the U.S. Department of Justice ("Department"), that all of the following are true and correct:

(1) I have the authority to make the following representations on behalf of myself and the Applicant. I understand that these representations will be relied upon as material in any Department decision to make an award to the Applicant based on its application.

(2) I certify that the Applicant has the legal authority to apply for the federal assistance sought by the application, and that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project costs) to plan, manage, and complete the project described in the application properly.

(3) I assure that, throughout the period of performance for the award (if any) made by the Department based on the application--

- a. the Applicant will comply with all award requirements and all federal statutes and regulations applicable to the award;
- b. the Applicant will require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
- c. the Applicant will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.

(4) The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--

- a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and
- d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

(5) The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department as necessary (and will require subrecipients and contractors to assist as necessary) with the Department's compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. §§ 312501-312508), and the National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321-4335), and 28 C.F.R. Parts 61 (NEPA) and 63 (floodplains and wetlands).

(7) I assure that the Applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department based on the application—

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. §§ 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law—including, but not limited to, the Indian Self-Determination and Education Assistance Act—seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the Applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

John D. Wentworth

Print Name of Authorized Official



Signature of Authorized Official

District Attorney

Title

11-05-2021

Date

SINGLE AUDIT CERTIFICATION LETTER

October 1, 2021

Carrie Walker
Clackamas County, acting by and through its District Attorney's Office
807 Main Street
Oregon City OR 97045-1845

RE: Subrecipient Audit Requirements of 2 CFR Part 200, Subpart F for audits of Grant Agreement between the Oregon Department of Justice and Clackamas County, acting by and through its District Attorney's Office for the period of October 1, 2021 – September 30, 2023 under the VOCA Grant Award/CFDA#16-575 /\$1,023,466.00.

Dear Carrie Walker,

The Oregon Department of Justice is subject to the requirements of Office of Management and Budget (OMB) 2 CFR Part 200, subpart F. As such, the Oregon Department of Justice is required to monitor our subrecipients of federal awards and determine whether they have met the audit requirements and whether they are in compliance with federal laws and regulations. A copy of 2 CFR Part 200, Subpart F can be found at the following web address: <https://www.ecfr.gov/cgi-bin/text-idx?SID=704835d27377ef5213a51c149de40cab&node=2:1.1.2.2.1&rgn=div5#sp2.1.200.f>.

Accordingly, we are requesting that you check one of the following, provide all appropriate documentation regarding your organization's compliance with the audit requirements (CVSSD will only accept the URL address for your organization's audit or an electronic copy), sign and date the letter and return this letter along with your Grant Agreement and Exhibits A, B, D, E, and F.

1. _____ We have completed our single audit for our most recent fiscal year, ending _____ . The URL address indicated below or an electronic copy of the audit report and a schedule of federal programs by major program have been provided. (If material exceptions were noted, the responses and corrective actions taken have also been provided.)

URL address for single Audit:

2. x We expect our single audit for our most recent fiscal year, ending 6-30-21 , to be completed by 3-31-22 . The URL address or an electronic copy of our audit report and a schedule of federal programs by major program will be forwarded to the Oregon Department of Justice within 30 days of receipt of the report. (If material exceptions are noted, a copy of the responses and corrective actions taken will be included.)

3. _____ We are not subject to the single audit requirement because:

- _____ We are a for-profit organization.
- _____ We expend less than \$750,000 in federal funds annually.
- _____ Other (please explain) _____

Christa Bosserman Wolfe
Print Name of Fiscal Officer


Signature of Fiscal Officer

Deputy Finance Director
Title

11-8-21
Date

Please address all correspondence to:
Oregon Department of Justice, CVSSD
1162 Court Street NE
Salem, OR 97301-4096

Oregon Department of Justice – Crime Victim and Survivor Services Division
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR SUBGRANTS ISSUED BY THE OREGON DEPARTMENT OF JUSTICE

INSTRUCTIONS: Complete the identifying information, which is found on the Grant Award face sheet, in the table below. Read the form completely, identifying, under "I," the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign as appropriate on page 2, forward a copy to the person you identified under "I", keep a copy for your records, and return the original to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096 along with your Grant Agreement and Exhibits A, B, C, E and F.

Grant Award: VOCA/CFA-2021-ClackamasCo.DAVAP-00019	Grant Title: 2021 VOCA Non-Competitive Grant
Grantee Name (Funded Entity): Clackamas County, acting by and through its District Attorney's Office	
Address: 807 Main Street, Oregon City, OR 97045-1845	
Project Period: Start Date: 10/1/2021 End Date: 9/30/2023	Award Amount: \$1,412,608.00
Contact Name, Phone # & E-mail address: Carrie Walker, (503) 655-8616, carriewal@co.clackamas.or.us	

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above Grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF SUBGRANT RECIPIENTS: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Oregon Department of Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of receipt of this form. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination:

Evelyn Minor Lawrence, Director of Human Resources
 2051 Kaen Rd, Oregon City OR 97045

I certify that Clackamas County acting through the District Attorney's office [Grantee] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

John D. Wentworth, District Attorney
 Print or Type Name and Title


 Signature

11-05-2021
 Date

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). See 28 C.F.R. pt. 42, subpt. E. Check the box before ONLY THE ONE APPROPRIATE CERTIFICATION (A or B below) that applies to this Grantee agency during the period of the grant duration noted above.

CERTIFICATION A: Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply:

- Grantee is an educational, medical or non-profit institution or an Indian Tribe; and/or
- Grantee has less than 50 employees; and/or
- Grantee was awarded less than \$25,000 in federal U.S. Department of Justice funds.

If a recipient agency is claiming exemption from the EEOP requirement, then the recipient agency must certify they are exempt. This certification should be submitted electronically to OCR through the EEO Reporter Tool at <https://ojp.gov/about/ocr/eeop.htm>.

I, _____ [authorized official], certify that _____ [Grantee] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

Print or Type Name and Title

Signature

Date

CERTIFICATION B: Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award of \$25,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review. This should be submitted electronically to OCR through the EEO Reporter Tool at <https://ojp.gov/about/ocr/eeop.htm>.

I, ANDREW NARUS [authorized official], certify that CLATSOP COUNTY [Grantee], which has fifty or more employees and is receiving a single award of \$25,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on 11/24/21 [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ANDREW NARUS
Print or Type Name and Title

AST. COUNTY COUNSEL
Signature

11/24/21
Date

* * * * *

This original signed form must be returned to the Oregon Department of Justice, Crime Victim and Survivor Services Division, 1162 Court Street NE, Salem, OR 97301-4096, along with your Grant Agreement and Exhibits A, B, C, E and F. You must also forward a signed copy to the person you identified under "I" on page 1. Please retain a copy for your records.

For more information regarding EEOP requirements, please access the Office for Justice Programs, Office for Civil Rights web page at: <https://ojp.gov/about/ocr/eeop.htm>.

VICTIMS OF CRIME ACT SPECIAL CONDITIONS**1. Requirement of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relates to conduct during the period of performance also is a material requirement of this award.

By signing and accepting this award on behalf of the Grantee, the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized official for the Grantee, all assurances or certifications by or on behalf of the Grantee that relate to conduct during the period of performance.

Failure to comply with any one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, an assurance or certification related to conduct during the award period -- may result in the Oregon Department of Justice, Crime Victim and Survivor Services Division ("CVSSD") taking appropriate action with respect to the Grantee and the award. Among other things, the CVSSD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to CVSSD awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the Grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report, unless a different retention period applies -- and to which the Grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the Grantee is to contact CVSSD promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The Grantee agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirements related to "de minimis" indirect cost rate

A Grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise CVSSD of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the Grantee currently has other active awards of federal funds, or if the Grantee receives any other award of federal funds during the period of performance for this award, the Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Grantee must promptly notify the awarding agency (CVSSD and OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) or grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The Grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the Grantee) the unique entity identifier required for SAM registration.

The details of the Grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.1) within the scope of a CVSSD grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB

Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. Employment eligibility verification for hiring under the award

1. The Grantee (and any subrecipient at any tier) must:

- A. Ensure that, as part of the hiring process for any position in the United States that is or will be funded (in whole or in part) with VOCA funds, the Grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
- A. Notify all persons associated with the Grantee (or any subrecipient) who are or will be involved in activities under this VOCA award of both –
 - 1) This award requirement for verification of employment eligibility, and
 - 2) The associated provisions of 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful to hire (or recruit for employment) certain aliens.
- B. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1).
- C. As part of the recordkeeping for this award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The Grantee must monitor subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

3. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all Grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

A. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the Grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the Grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded with award funds.

B. “United States” specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

C. Nothing in this condition shall be understood to authorize or require any Grantee, any subrecipient at any tier, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.

D. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any Grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to CVSSD before award acceptance.

9. All subawards ("subgrants") must have specific federal authorization

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

10. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

11. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and CVSSD authority to terminate award)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Grantee, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the Grantee or of any subrecipient ("subgrantees").

The details of the Grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

12. Determination of suitability to interact with participating minors

SCOPE: This condition applies to this award if it is indicated – in the application for the award (or in the application for any subaward, at any tier), or the CVSSD solicitation -- that the purpose of some or all of the activities to be carried out under this VOCA award (whether by Grantee or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age:

The Grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The Grantee must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to CVSSD in the manner (including within the timeframes) specified by CVSSD in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the Grantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with CVSSD award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

16. Effect of failure to address audit issues

The Grantee understands and agrees that the awarding agency may withhold award funds, or may impose other related requirements, if (as determined by the awarding agency) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CVSSD awards.

17. Potential imposition of additional requirements

The Grantee agrees to comply with any additional requirements that may be imposed by CVSSD during the period of performance for this award, if the Grantee is designated as "high risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to Grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

22. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subgrantee) would or might fall within the scope of this prohibition, the Grantee is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

23. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The Grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee (or a subgrantee) would or might fall within the scope of an appropriations-law restriction, the Grantee is to contact CVSSD for guidance, and may not proceed without the express prior written approval of CVSSD.

24. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The Grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave, NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881(fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

24. Restrictions and certifications regarding non-disclosure agreements and related matters

No Grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Grantee--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Grantee (and any subgrantee at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Grantee is to contact CVSSD for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages Grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether Grantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Grantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to CVSSD by email to Shannon.I.Sivell@doj.state.or.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Grantee's past performance, or other programmatic or financial concerns with the Grantee. The Grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Grantee high risk, 2. The date the Grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Discrimination Findings

The Grantee assures that in the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the Grantee will forward a copy of the findings to CVSSD.

29. Grantee integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

Grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any

other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, Grantees of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of Grantee obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <http://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

30. VOCA Requirements

The Grantee, and any subrecipient ("subgrantee"), must comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the Grantee certifies that funds under this award will:

- a) be subawarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), if a government-based organization; and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in one or more of the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by CVSSD.

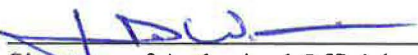
31. The Grantee agrees to submit (and, as necessary, require subgrantees to submit) quarterly financial reports and semi-annual performance reports on the performance metrics identified by CVSSD, and in the manner required by CVSSD. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

32. The Grantee understands and agrees that it has a responsibility to monitor its subrecipients' ("subgrantees") compliance with applicable federal civil rights laws.

Certification: I certify that I have read and reviewed the above assurances and links to referenced Award Conditions and certify that the Grantee will comply with all provisions of the Victims of Crime Act of 1984 (VOCA), as amended, and all other applicable Federal laws.

John D. Wentworth

Print Name of Authorized Official



Signature of Authorized Official

District Attorney

Title

11-05-2021

Date

Christa Bosserman Wolfe

Print Name of Fiscal Officer



Signature of Fiscal Officer

Deputy Finance Director

Title

11-8-21

Date

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontract shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. **AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

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

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit F.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall provide to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



OFFICE OF COUNTY COUNSEL

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

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

December 16, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment No. 3 to Lease Agreement with Oregon State University
(Farmer to Farm Program)

Purpose/Outcomes	Approve execution of Amendment No. 3 to lease agreement (“Lease”) with Oregon State University (“OSU”) to permit Farmer to Farm program to continue for duration of existing lease term.
Dollar Amount and Fiscal Impact	\$0.00. Amendment No. 3 is a program and time extension only.
Funding Source	N/A.
Duration	Extends Farmer to Farm program to August 31, 2034, minor other amendments.
Previous Board Action	The Board has discussed OSU’s request to extend the Farmer to Farm program through the remaining Lease term during an issues meeting held on September 7, 2021.
Strategic Plan Alignment	1. <i>How does this item align with your department’s Strategic Business Plan goals?</i> Continues a program for local farmers to lease unused land in accordance with BCC direction. Build public trust through good government; Grow a vibrant economy; Ensure safe, healthy and secure communities; and Honor, utilize, promote and invest in our natural resources
Counsel Review	<i>If item is a contract, including IGAs, leases, or other binding agreements, please put in the date of County Counsel Review and the initials of the attorney performing the review.)</i> 1. <i>Date of Counsel review: 12/06/2021</i> <i>Initials of County Counsel performing review. ARN</i>

Procurement Review	<i>1. Was the item processed through Procurement? Yes ___ No <u>x</u>.</i> <i>2. If no, provide brief explanation. Exempt transaction (lease of real property/IGA)</i>
Contact Person	Gary Schmidt and Andrew Naylor

Background:

Clackamas County (“County”) currently leases approximately 160 acres of prime agricultural land to Oregon State University (“OSU”) for agricultural research and education purposes. Through prior amendments, the County has agreed to lease the property to OSU through August 31, 2034.

On or about June 16, 2016, the County agreed to permit OSU to sublease up to 50% of the property to farmers as part of OSU’s “Farmer to Farm” program. Through this program, OSU subleases portions of the property not actively being used for educational or research purposes to local farmers.

Though the Lease term does not expire until August 31, 2034, the County’s authorization for OSU to sublease portions of the property for the Farmer to Farm program expires on December 31, 2021.

Amendment No. 3 to the Lease permits OSU to continue the Farmer to Farm program through August 31, 2034, which coincides with the larger Lease term. Amendment No. 3 also provides an extended termination for convenience notice period (from 90 days to six months), and updates certain contact information.

Recommendation:

Staff requests this Board approve Amendment No. 3.

Respectfully submitted,



Andrew Naylor
Assistant County Counsel, Senior

AMENDMENT NO. 3

TO

LEASE AGREEMENT

This Amendment No. 3 to Lease Agreement (this "Amendment") is entered by and between Clackamas County ("Lessor") and Oregon State University for its North Willamette Research and Extension Center ("Lessee") pursuant to the authority granted in Oregon Revised Statutes Chapter 190.

WHEREAS, Lessor and Lessee entered into that certain Intergovernmental Lease Agreement dated December 20, 2012, as amended by Amendment No. 1 dated January 9, 2014, and Amendment No. 2 dated June 16, 2016 (together, the "Lease"), dealing with certain real property near the City of Wilsonville, as more fully described in the Lease (the "Premises"), for the purpose of agricultural research; and

WHEREAS, Lessor and Lessee desire to extend the "Farmer to Farm" program and allow Lessee to sublease a portion of the Premises to private farmers; and

WHEREAS, it is necessary for Lessee to update its contact information;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree that:

1. Lease paragraph 3 is amended to add the following:

Except as provided for in paragraph 16, if the Premises are used for any other purpose than stated herein then Lessor may (1) require payment of cash rent in an amount to be agreed upon by the parties, but in no event less than fair market value, as determined by an independent real estate appraiser selected and hired by Lessor, at Lessor's expense; or (2) terminate the Lease upon providing Lessee not less than 90 days' prior written notice. Upon termination, Lessee shall vacate the Premises pursuant to paragraph 12 of this Lease.

2. Lease paragraph 16 is deleted in its entirety and replaced with the following:

Lessee will not assign, transfer, pledge, hypothecate or otherwise encumber or dispose of this Lease or the estate created in this Lease or any interest in any portion of the same, or allow any other person or persons, company or corporations to occupy the Premises without first obtaining Lessor's written consent. This Lease is personal to Lessee for the purpose of experimental work and related activities. Notwithstanding the foregoing, Lessor consents to Lessee subleasing up to fifty percent (50%) of the Premises from the date of the last signature below through August 31, 2034, to eligible farmers, whose eligibility shall be determined by Lessee based on whether the proposed work is compatible with or compliments Lessee's activities, as part of the Lessee's "Farmer to Farm" program. Lessee will not be obligated to pay cash rent for the above-stated subleases allowed per this consent.

3. Lease paragraph 18 is amended to replace Lessee notice addresses with the following mailing addresses:

LESSEE

Oregon State University
North Willamette Branch Extension Center
1510 NE Miley Road
Aurora, OR 97002
Phone: (503)678-1264

With a copy to:

OSU Real Property Department
Attn: Director
850 SW 35th St
Corvallis, OR 97333

4. Lease paragraph 21 is deleted in its entirety and replaced with the following:

All other provisions herein notwithstanding, this Lease may be terminated by either party for convenience upon 6 months' prior written notice to the other party. Lessee is not entitled to, and shall not seek, compensation or damages in any form, including direct, incidental, consequential, or special, arising from or related to Lessor's exercise of its right to terminate pursuant to this paragraph.

- 5. Except as set forth herein, the Lease is ratified and no other changes have been or are made.

Oregon State University for its North
Willamette Research
and Extension Center

By: DocuSigned by:
Nicole Neuschwander
F48C79224ABC458

Nicole Neuschwander
Director of Leasing and Strategic
Real Property Management

Date: 12/7/2021 | 10:00:31 PST

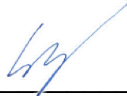
CLACKAMAS COUNTY, by its
Board of County Commissioners

By: _____
Chair

Date: _____

Attest: _____

Approved as to Form:

 12/7/2021

County Counsel



Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Purchase with Power & Telephone Supply Company for the
Purchase of fiber cable, fiber housing, and its associated hardware**

Purpose/Outcomes	Provide Clackamas Broadband eXchange (CSX) with fiber, fiber housing and its associated hardware for on-hand material for the new American Rescue Plan Act (ARPA) projects.
Dollar Amount and Fiscal Impact	Contract Total Value: \$317,418.75
Funding Source	Funding provided by designated CBX ARPA funds. No General Funds utilized for this materials purchase.
Duration	Contract execution through June 30, 2022
Previous Board Action	The Board approved the expenditure of ARPA funds for the expansion of broadband to rural parts of Clackamas County on August 8, 2021.
Strategic Plan Alignment	Direct support for County and Technology Service initiatives for: <ul style="list-style-type: none"> - Build a strong infrastructure - Build public trust through good government
Counsel Review	AN, December 6, 2021
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Duke Dexter, IS Project Coordinator, 503-722-6663
Contract No.	4962

Background:

Clackamas County received funds from the American Rescue Plan Act of 2021. The Board approved funds of \$10.1 million dollars for the expansion of broadband into rural, underserved areas of Clackamas County. The Board directed CBX to procure needed material to complete the fiber expansion into approved projects. This material request will provide the necessary fiber equipment necessary to begin construction on the ARPA broadband expansion projects.

Procurement Process:

This project advertised in accordance with ORS and LCRB rules on October 28, 2021. Bids were received on November 30, 2021. The project received a total of eight (8) bids: Aether Fiber; Electro Wire/Genuine Cable; Gems Enterprises; General Pacific; Graybar; Power & Telephone Supply Company; and Walker & Associates. Bidders were allowed to bid on one or multiple individual groupings of listed products. After review of the bids, Power & Telephone Supply Company was the lowest bidder.

Recommendation:

Staff respectfully recommends that the Board approve this purchase with Power & Telephone Supply Company.

Sincerely,

**Dave DeVore,
Interim TS Director**



Daniel Nibouar
Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

December 16, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with Colton Fire
District for COVID Vaccine Administration. Contract Maximum is
\$150,000. No County General Funds are Involved

Purpose/Outcomes	Conduct distribution of COVID-19 vaccine via community clinics.
Dollar Amount and Fiscal Impact	Contract maximum value is \$150,000.
Funding Source	Funding through FEMA. No County General Funds are involved.
Duration	Effective upon signature and terminates on December 31, 2022
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on December 02, 2021 - KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. The documents are IGA.
Contact Person	Philip Mason-Joyner, EOC Command – (503) 742-5956
Contract No.	10495

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreements with the Colton Fire District for COVID-19 vaccine administration.

Clackamas County desires to partner with local fire agencies to conduct COVID-19 testing and distribution of COVID vaccine via community clinics based on guidelines established by the Oregon Health Authority.

Contract maximum value is \$150,000. This contract is effective upon signature and continues through December 31, 2022.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreements with the Colton Fire District for COVID-19 vaccine administration.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Daniel Nibouar". The signature is written in a cursive style with a long, sweeping underline.

Daniel Nibouar
Disaster Management

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND COLTON FIRE DISTRICT
Contract #10495**

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

RECITALS

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

Clackamas County desires to partner with Colton Fire District in support of the County's efforts towards Reopening Clackamas as a component of the prerequisites required by the Governor's Office. The County is requesting local fire agencies to support distribution of COVID-19 vaccine via community clinics

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

TERMS

1. **Term.** This Agreement shall be effective upon signature, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2022, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed one hundred fifty thousand dollars (\$150,000.) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit monthly invoices for Work performed and shall include the total amount billed to date by the Agency prior to the current invoice. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either party may terminate this Agreement in the event that party fails to receive expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or the party is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so

addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Philip Mason-Joyner, Public Health Director, or their designee will act as liaison for the County.

Contact Information:

503-742-5956 - PMason@clackamas.us

Chief Todd Gary, or their designee will act as liaison for the Agency.

Contact Information:

503-969-7459- tgary@coltonfiredistrict.org

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including HIPAA and state privacy laws. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- F. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- G. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- H. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- I. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- J. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.

- K. **No Third-Party Beneficiary.** Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- L. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- O. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- P. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- Q. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- R. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- S. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.
- U. **Federal terms.** Agency agrees to comply with the federal terms and conditions, and execute all required certifications, set forth in Exhibit D, attached hereto and incorporated by this reference herein.

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

Clackamas County

COLTON FIRE DISTRICT

Chair, Board of County Commissioners



Todd Gary, Fire Chief

Date

12/03/2021

Date

Approved as to form:
Date:



EXHIBIT A SCOPE OF WORK

Background and Purpose:

- The Clackamas County Public Health Division is requesting the support of local fire agencies in conducting distribution of COVID-19 vaccine via community clinics, drive-thru events, or other congregate settings (e.g. workplaces, retirement communities, and other congregate settings)

1) Vaccine Administration for COVID-19

Agency will:

- Will provide medical and administrative staff, as staffing allows, to community events to provide vaccine administration for eligible populations, when requested by the County.
- Enter vaccine administration data into the ALERT IIS system within 24 hours of clinic date for COVID vaccine.
- Assist in promoting community events via website, flyers, etc. when requested by the county.

County will:

- Support logistics coordination including event set-up (e.g. tents), paperwork, data entry technology (laptops, hot spots, extension cords), administrative and support staff, interpretation, traffic control, etc., if requested in advance and approved.
- Provide Vaccine.
- Providing culturally and linguistically appropriate staff as appropriate.
-

Compensation

- \$80 per vaccination staff (medical Staff administering vaccines), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter ($\frac{1}{4}$) hour increments.
- \$30 per support and administrative staff (Non-medical staff), per hour. If services rendered are less than one full hour, Agency will bill CCPHD in one-quarter ($\frac{1}{4}$) hour increments.
- Agency to invoice CCPHD within 30 days of community event.

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

Agency shall submit invoices by the tenth day of the month following that in which service was performed. The invoice shall list the contract #10495, dates of service, assignment, number of hours billed, number of tests conducted, and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

Or electronically to:

PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate Agency name and contract #10495 in the subject of the e-mail.

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

EXHIBIT B
ADDITIONAL FEDERAL TERMS AND CONDITIONS

As used herein, "Contractor" means COLTON FIRE DISTRICT, and "County" means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency ("FEMA"). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (4s U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a "funding agreement" under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.
6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and

transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed under the Contract. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpq-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

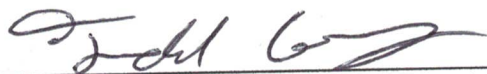
Byrd Anti-Lobbying Amendment Certification
for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, COLTON FIRE DISTRICT, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Todd Gary, Fire Chief
Name and Title of Contractor's Authorized Official

12/03/2021
Date



Daniel Nibouar
Interim Director

Disaster Management
1710 Red Soils Ct., Ste. 225
Oregon City, OR 97045

T 503-655-8378

clackamas.us

December 16, 2021
Board of County Commissioners, Clackamas County

**Approval of an Intergovernmental Agreement with the Oregon State Police (OSP) for the Transfer of Medical Examiner Equipment for Mass Fatality Incident Response. Funded Through Department of Homeland Security's Urban Area Securities Initiative (UASI) Grants #16-0170 and 17-0009.
No County General Funds are Involved.**

Purpose/Outcome	Execution of OSP Agreement # PO-25700-00003151 to transfer Mass Fatality equipment from Clackamas County Disaster Management to the Oregon State Medical Examiner's Office. This allows for the equipment to be utilized throughout the State of Oregon in the event of a mass fatality incident.
Dollar Amount and Fiscal Impact	Total cost of equipment was \$550,609.19 purchased using UASI Grants #16-0170 and #17-0009. The equipment was 100% grant funded. There are no costs to the County.
Funding Source	Equipment was purchased through UASI Grant #16-0170 and UASI Grant #17-009. No County General Funds were involved.
Duration	From approval until transfer of equipment is complete.
Previous Board Action/Review	The Board of County Commissioners approved UASI Grant #16-0170 Intergovernmental Agreement with the City of Portland on August 3, 2017, agenda item E.1 and UASI Grant #17-0009 approved on May 24, 2018, agenda item E.2. Discussed at Consent Issues on 12/14/21.
Strategic Plan Alignment	This agreement supports Ensure Safe, Healthy and Secure Communities with rapid response, recovery and repatriation during a Mass Fatality Incident.
Counsel Review	Kathleen Rastetter has approved this agreement as to form on 11/30/21.
Procurement Review	Original purchases were processed through procurement.
Contact Person	Cathy Phelps, Chief Medicolegal Death Investigator, 503-655-8380

Background:

The Urban Area Security Initiative (UASI) is comprised of the City of Portland and the contiguous counties of Clackamas, Multnomah, Washington, Columbia and Clark County, Washington. The State and local County Medical Examiner's Offices have been working on Mass Fatality planning, response and recovery. The purchase of these assets enhances the region/state capabilities. The State Medical Examiner's Office is responsible for the cost of annual maintenance, upgrades, and replacement of equipment funded by these grants. This agreement will transfer ownership to OSP, State Medical Examiner Division.

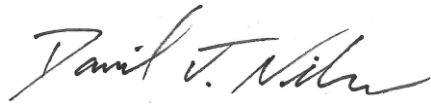
Procurement Process:

The equipment was purchased in accordance with Clackamas County Procurement Guidelines as well as UASI Grant requirements.

Recommendation:

Staff respectfully recommends the Board approves the Intergovernmental Agreement with Oregon State Police to enhance critical Mass Fatality Incident response capabilities.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Daniel Nibouar". The signature is written in a cursive style with a large initial 'D' and a long, sweeping underline.

Daniel Nibouar
Interime Director of Disaster Management

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY DISASTER MANAGEMENT AND THE STATE OF
OREGON MEDICAL EXAMINER'S OFFICE FOR THE TRANSFER OF PERSONAL
PROPERTY**

This agreement is made and entered into by the Clackamas County, on behalf of its Department of Disaster Management, hereinafter referred to as "CCDM" and the State of Oregon, on behalf of its Department of State Police, Medical Examiner Division, hereinafter referred to as "OSP".

The purpose of this Agreement is to resolve a number of issues pertaining to, and likely to arise from the transfer of personal property from CCDM to OSP.

RECITALS

WHEREAS, CCDM acquired equipment described in detail in Attachment A – Equipment List, (the “Equipment”), attached hereto and incorporated by this reference herein, through the Urban Areas Security Initiative (UASI) grants #16-0170 and #17-0009 for the purpose of enhancing regional capability, and reducing vulnerability of Oregon from chemical, biological, radiological, nuclear and explosive weapons of mass destructions (CBRNE/WMD). The equipment is for the purpose of conducting response operations during a mass fatality event as a result of CBRNE/WMD.

WHEREAS, CCDM no longer has use of the Equipment in support of CBRNE/WMD incidents, and said equipment are surplus to CCDM’s actual need.

WHEREAS, Federal and State rules provide for, and encourage the transfer of, grant-funded equipment for re-use by other sub-grantees.

WHEREAS, OSP as a division of the State of Oregon, and therefore eligible to receive transferred equipment, and has a need for the Equipment to enhance its capability to respond to CBRNE/WMD incidents.

NOW THEREFORE, the parties agree to the following:

1. Upon execution of this Agreement, CCDM shall transfer, and OSP shall accept, possession of the Equipment subject to the terms and conditions of this Agreement. The equipment is located at the State Medical Examiner’s Office, 13309 SE 84th Ave, Clackamas, OR 97015. Upon taking possession of the Equipment, OSP shall be solely responsible for the Equipment. OSP takes possession of the Equipment as-is. CCDM makes no representations, guarantees, assurances, or warranties, express or implied, as to the Equipment including, but not limited to, the Equipment’s condition, quality, functionality, serviceability, operating condition, or fitness for a particular use or purpose.
2. OSP agrees to abide by all UASI rules for use, maintenance, tracking and disposal of the Equipment, including:
 - a. To comply with all City of Portland and Federal and State financial management and procurement requirements, including competitive bid processes, and to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and financial, administrative, and audit requirements as set forth in the most recent versions

- of the Code of Federal Regulations (CFR) and Office of Management and Budget (OMB) circulars. A nonexclusive list of regulations commonly applicable to DHS grants includes:
- i. Administrative Requirements: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and subawards to all non-Federal entities).
 - b. To comply with all property and equipment tracking and monitoring processes required by the grants, this Agreement, the City of Portland, Clackamas County and the State.
 - c. To treat all single items of equipment valued over \$5,000 as fixed assets and to provide the City of Portland with a list of such equipment. The list should include, but is not limited to, dates of purchase, equipment description, serial numbers, and locations where the equipment is housed or stored. All requirements for the tracking and monitoring of fixed assets are set forth in 2 CFR Part 200.
 - d. To maintain and store all equipment and supplies, provided or purchased, in a manner that will best prolong its life and keep it in good working order at all times.
 - e. That regardless of how it is procured, all equipment and supplies purchased shall be owned by OSP until proper disposition takes place. OSP shall be responsible for inventory tracking, maintenance, and storage while in possession of such equipment and supplies.
 - f. That all financial records and supporting documentation, and all other records pertinent to this grant or agreements under this grant, shall be retained for a minimum of six years following termination, completion, or expiration of this Agreement for purposes of City of Portland, State, or federal examination and audit.
 - g. To review and comply with 2 CFR Part 200 and all applicable OMB circulars.
3. OSP is responsible for any damage caused by its use of the Equipment. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 to .300, and the Oregon Constitution Article XI, Section 7, OSP shall indemnify and defend CCDM from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or related to OSP's use of the Equipment including, but not limited to, any claim by the City of Portland that OSP's use of the Equipment violates applicable state or federal law. OSP shall not be required to indemnify or defend CCDM for any liability arising out of the negligent acts or omissions of CCDM.
 4. With respect to a third party claim ("Third Party Claim") for which the CCDM is jointly liable with OSP (or would be if joined in the Third Party Claim), the CCDM shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by OSP in such proportion as is appropriate to reflect the relative fault of CCDM on the one hand and of OSP on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CCDM on the one hand and of OSP on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CCDM's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

5. With respect to a Third Party Claim for which OSP is jointly liable with CCDM (or would be if joined in the Third Party Claim), OSP shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CCDM in such proportion as is appropriate to reflect the relative fault of OSP on the one hand and of CCDM on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of OSP on the one hand and CCDM on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. OSP's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.
6. In the event of a dispute under this Agreement, the parties will attempt, in good faith, to resolve the dispute informally. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. The parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
7. The State of Oregon approves the transfer of the equipment from CCDM to OSP.
8. Additional Terms and Conditions
 - a. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between CCDM and OSP that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the CCDM of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. OSP, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
 - b. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
 - c. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.

- d. **Access to Records.** OSP shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. OSP shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, OSP shall permit the CCDM’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- e. **Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- f. **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.
- g. **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.
- h. **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.
- i. **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.
- j. **No Third-Party Beneficiary.** OSP and CCDM are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether

directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- k. **Subcontract and Assignment.** OSP shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from CCDM, which shall be granted or denied in the CCDM's sole discretion. CCDM's consent to any subcontract shall not relieve OSP of any of its duties or obligations under this Agreement.
- l. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- m. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- n. **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.
- o. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- p. **Force Majeure.** Neither OSP nor CCDM shall be held responsible for delay or default caused by events outside of the OSP or CCDM's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, the parties shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- q. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

CCDM hereby transfers the equipment to OSP, and relinquishes all claims of ownership.

Date of Transfer: **The date all parties have approved and signed this Agreement.**

CLACKAMAS COUNTY, a political subdivision of the State of Oregon	SUB-RECIPIENT, Oregon State Police, Medical Examiner Division
By: _____	By: _____
Printed: _____	Printed: _____
Date: _____	Date: _____

Contact: Cathy Phelps 13309 SE 84 th Avenue, Suite 100 Clackamas, OR 97015 Office: 503-655-8380 cathyphe@clackamas.us	Contact: Kelsey Evans 13309 SE 84 th Avenue, Suite 100 Clackamas, OR 97015 Phone: 971-673-8201 kevans@osp.oregon.gov
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APPROVED AS TO FORM

Kathleen Rastetter

Clackamas County Counsel

Legal Sufficiency Approval

Oregon Department of Justice

Date: 11/30/2021

Date: _____

Attachment A – Equipment List

Equipment obtained from for UASI Grant 16-0170:

Equipment Category	Item	Qty	Estimated Cost per Unit	Actual Cost
FIELD OPS	FARO (includes training of 2 individuals)	1	\$87,585.50	\$87,585.50
	3D Imaging/Scanning			
	Document overall scene			
	Digitally preserve scene			
MORGUE OPS	Postmortem Identification Kit	1	\$4,800.00	\$4,799.90
	Rapid Deployable Kit & Container			
	Watertight storage case with drawers			
	100 Buccal Swabs, 100 Personal Property Bags			
	Chain of Custody labels, 6 fingerprint spoons,			
	Evidence ruler tape, Tyvek tags, fingerprint pads			
MORGUE OPS	Fuji Waterproof Digital Camera (GPS)	6	\$250.00	\$2,399.94
FIELD OPS	Fuji Waterproof Digital Camera (GPS)	6	\$250.00	\$2,401.40
MORGUE OPS	Dry Erase White Board	8	\$79.99	\$626.64
MORGUE OPS	Expo Dry Erase Starter Kit	8	\$6.99	\$46.48
	4 colored markers and 1 eraser			
	Sliding Calipers with Points (Anthro)			
MORGUE OPS	Small (seritex)	2	\$1,349.00	\$403.10
MORGUE OPS	Large (seritex)	2	\$2,199.00	\$2,346.23
	Total			\$100,609.19

Equipment obtained from for UASI Grant 17-0009:

Equipment Category	Item	AEL Reference Number	Qty	Unit Cost	Total Cost
Mobile Morgue	Lodox Whole Body Digital Scanner	02EX-01-XRAP	1	\$450,000	\$450,000



Department of Finance

Public Services Building
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

A Resolution Acknowledging Financial Statement Findings for Fiscal Year 2021 and Describing
Corrective Action in Accordance with ORS 297.466

Purpose/ Outcomes	Acknowledgement of financial statement findings for fiscal year 2021 and description of the corrective action that will be implemented.
Dollar Amount and Fiscal Impact	The dollar amount of each over expenditure is reported in the Annual Comprehensive Financial Report (ACFR) as part of the Notes to the Basic Financial Statements.
Funding Source	N/A
Duration	Expenditures are reported on annually. Corrective action to be implemented will be permanent.
Strategic Plan Alignment	This item will address and correct an audit issue regarding the Service District No. 5 annual financial audit reporting leading to increased financial transparency.
Previous Board Action	N/A
County Counsel Review	This Service Level Agreement has been reviewed and approved by County Counsel on 12-6-2021.
Procurement Review	No, this does not involve Procurement as it is an audit item.
Contact Person	Christa Bosserman Wolfe, Deputy Finance Director, 503-742-5407

BACKGROUND:

As part of the annual audit each year, the County's external audit firm reports on compliance with various Oregon statues. One of these requirements is to report upon any internal controls over financial reporting that identified any material weakness in the financial statements. Detail of this can be found in the ACFR as part of the Schedule of Findings and Reponses.

ORS 297.466 requires that the governing body of the Clackamas County adopt a resolution acknowledging the Financial Statement Findings and describing the corrective actions implemented. Corrective action is commencing now and will continue into the future.

This Resolution has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends the Board approve this resolution acknowledging the Financial Statement Findings for fiscal year 2021 and describing corrective action in accordance with ORS 297.466.

Respectfully submitted,

Elizabeth Comfort

Elizabeth Comfort
Finance Director

Staff Report Audit Finding Correction SD5 FY21

Final Audit Report

2021-12-07

Created:	2021-12-07
By:	Jennifer Johnson (JJohnson@clackamas.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlk6ailw1HxWhjKXtKKI_DQF7CTEA-r_U

"Staff Report Audit Finding Correction SD5 FY21" History

-  Document created by Jennifer Johnson (JJohnson@clackamas.us)
2021-12-07 - 5:31:49 PM GMT - IP address: 198.245.132.3
-  Document emailed to Elizabeth Comfort (ecomfort@clackamas.us) for signature
2021-12-07 - 5:32:09 PM GMT
-  Email viewed by Elizabeth Comfort (ecomfort@clackamas.us)
2021-12-07 - 5:33:32 PM GMT - IP address: 198.245.132.3
-  Document e-signed by Elizabeth Comfort (ecomfort@clackamas.us)
Signature Date: 2021-12-07 - 5:34:06 PM GMT - Time Source: server- IP address: 198.245.132.3
-  Agreement completed.
2021-12-07 - 5:34:06 PM GMT

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

In the Matter of a Resolution Acknowledging
Financial Statement Findings for Fiscal Year
2021 and Describing Corrective Action in
Accordance with ORS 297.466

RESOLUTION NO.
Page 1 of 1

Whereas, the Clackamas County Service District No. 5 Annual Comprehensive Financial Report (“ACFR”) for the fiscal year ending June 30, 2021, contained a Financial Statement Finding 2021-001 (the “Financial Statement Finding”), as defined therein, that noted a “significant deficiency”; and

Whereas, the ACFR defines a significant deficiency as “a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance”; and

Whereas, ORS 297.466(2) requires the governing body of Clackamas County Service District No. 5 to determine measures considered necessary for corrective action and a period of time estimated to complete them; and

Whereas, ORS 297.466(3) requires Clackamas County Service District No. 5 to submit an adopted resolution of corrective measures to the Secretary of State’s Office within 30 days from the submission of the ACFR to the Secretary of State; and

NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve as follows:

In order to ensure current and future improvements in internal controls, Clackamas County Service District No. 5 will implement the recommended procedures outlined in the ACFR, the relevant portion of which is attached hereto Exhibit A and incorporated by this reference herein, by June 30, 2022.

Dated this 16th day of December, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

CLACKAMAS COUNTY SERVICE DISTRICT NO. 5
(A Component Unit of Clackamas County, Oregon)
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED JUNE 30, 2021

FINDING 2021-001—Completeness of Accounts Payable

Criteria – Accounts payable should represent a complete presentation of authorized current obligations that arise from the purchase of goods or services including those received but not billed.

Condition – The District received an invoice from a vendor in July 2021, 63% of which was for services the District received in June 2021. The District did not properly accrue the services received in accounts payable as of June 30, 2021.

Context – The District has one significant vendor, which generally invoices the District once per month.

Effect – The District’s financial statements as of June 30, 2021 understated accounts payable and expense by \$95,954.

Cause – District staff marked the vendor invoice to be paid with FY22 budget dollars, and Accounts Payable staff did not identify that 63% of the current invoiced charges were for FY21 services, requiring accrual as of June 30, 2021.

Recommendation – We recommend the County provide District staff education and training over prorating invoices near fiscal year-end.

Response – The County has reviewed with staff the process of splitting invoices at year-end by prorating the cost based on the number of service days. District staff have noted this in their procedures for next year. County Finance has also added a procedure of reviewing PGE invoices for this accrual before closing the books.