

September 27, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between
the Housing and Community Development Division and the City of Gladstone
for E. Clarendon Street Improvements in Gladstone

Purpose/Outcomes	The Agreement will allow for the Housing and Community Development Division to work with the City of Gladstone and their hired engineer to complete the construction of street, sidewalk, waterline and storm drain improvements along E. Clarendon Street in Gladstone.
Dollar Amount and Fiscal Impact	\$245,000 of Community Development Block Grant funds and approximately \$308,000 of City of Gladstone funds.
Funding Source	U.S. Department of Housing and Urban Development No County General Funds are involved.
Duration	Effective September 2018 through November 2019
Previous Board Action	2018 Action Plan and the 3 -Year Funding Recommendations were approved by the BCC on May 3, 2018 agenda item 050318 - A1
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Mark Sirois, Housing and Community Development - (503) 655-5664
Contract No.	#9047

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement with the City of Gladstone for the E. Clarendon Street Improvements Project. The Agreement determines the roles of the City of Gladstone and the County regarding CDBG funding of \$245,000 and City match of approximately \$308,000, contract administration, project management as well as the duties of the hired engineer during project construction. The Agreement was reviewed and approved by County Counsel on September 17, 2018.

RECOMMENDATION:

We recommend the approval of this Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY DEPARTMENT OF
HEALTH, HOUSING AND HUMAN SERVICES,
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
AND
THE CITY OF GLADSTONE

I. Background

- A. This Intergovernmental Agreement (this "Agreement") is entered into between Clackamas County, acting by and through its Housing and Community Development Division ("COUNTY") and the City of Gladstone ("CITY") for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides for the **2018 E. Clarendon Street Improvements** project which includes design and construction of street, sidewalk, waterline and storm drain improvements along a 6-block long section of E. Clarendon Street. This section of street needs a variety of utility improvements and several blocks have no sidewalks in the City of Gladstone. These improvements are herein referred to as the "PROJECT."
- C. The COUNTY has determined that the PROJECT is eligible for Community Development Block Grant ("CDBG") funds as a Low-Mod Area Benefit Activity. The service area for the PROJECT is defined as U.S. Census Tract 220 Block Group 3 and shown on the map included in Attachment A, attached hereto and incorporated by reference.

For good and valuable consideration, the receipt of which is hereby acknowledged, COUNTY and CITY agree as follows:

II. Scope of Responsibilities

- A. Under this Agreement, the responsibilities of the CITY shall be as follows:
 - 1. The CITY shall provide all necessary supervisory and administrative support to assist the COUNTY with the completion of the PROJECT.
 - 2. The CITY shall obtain any easements or approvals necessary to allow access onto private property through the course of the PROJECT. Acquisition of any easement shall be obtained pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies

Act of 1970, as amended (“URA”). If assistance is needed for URA guidance, the COUNTY has a Right-Of-Way Acquisition Specialist.

3. The CITY shall provide Engineering services internally or externally for the design and construction oversight of the PROJECT. Such services shall be provided at no cost to the COUNTY. The CITY shall assume responsibility for ensuring the following:
 - a. The CITY shall hire a registered professional Engineer (herein after referred to as Engineer) to prepare all plans and specifications necessary to publicly bid the PROJECT for award to a construction contractor (herein after referred to as Contractor) and provide construction oversight including staking and surveying of the PROJECT. The Engineer may donate staff time as well as donate materials for the PROJECT.
 - b. The CITY shall require the Engineer to maintain comprehensive general (including contractual liability) and automobile liability insurance for personal injury and property damage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to Engineer's or any of Engineer's subcontractor's performance of this Agreement under the following provisions listed in the matrix below.

Minimum Insurance Requirements for Contracts with Government, Architect or Engineer:

Reason for Contract:	Commercial General Liability:	Automobile Liability Commercial:	Professional Liability:
Consulting Services/ Professional	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Design Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Engineers	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000
Professional Services	\$1,000,000/ \$2,000,000	\$1,000,000	\$1,000,000/ \$2,000,000

- c. The Engineer shall endeavor to use good faith in order to maintain in force such coverage for not less than three (3) years following

completion of the PROJECT. The CITY shall require the Engineer to include the COUNTY as an additional insured and refer to and support the Engineer's obligation to hold harmless the COUNTY, its officers, commissioners and employees. Such insurance shall provide 30 days written notice to the COUNTY in the event of cancellation, non-renewal, or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. The insurance company will provide written notice to the COUNTY within thirty (30) days after any reduction on the general annual aggregate limit.

- d. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the Engineer's insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the contract.
- e. The CITY shall require the Engineer to furnish the COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence / \$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The COUNTY, at its option, may require a complete copy of the above policy.
- f. The insurance, other than the professional liability insurance, shall include the COUNTY as an expressly scheduled additional insured. Proof of insurance must include a copy of the endorsement showing the COUNTY as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance with respect to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

- g. The CITY shall ensure that the Responsibilities of the Engineer include, but not be limited to, the following:
 - (i) During construction, the Engineer shall endeavor to guard the COUNTY against apparent defects and deficiencies in the permanent work constructed by the Contractor.
 - (ii) All reports and recommendations concerning construction shall be submitted to the COUNTY for their approval. The COUNTY agrees that no decisions affecting construction shall be made without CITY approval.
 - (iii) In the event modifications to the construction contract, which result in an increase in the contract amount, are made without the prior approval of the COUNTY, CITY shall be solely responsible for these modifications.
 - (iv) Notify the County Surveyor of the PROJECT and provide CITY, design Engineer, surveyor and contractor contacts.
 - (v) File a "Pre-Construction Record of Survey" with the County Surveyor prior to the PROJECT final award of the construction contract in order to identify and preserve the locations of survey monuments that may be disturbed or removed during the construction as described in ORS 209.150.
 - (vi) File a "Post-Construction Record of Survey" with the County Surveyor after the construction PROJECT is completed. The Engineer is responsible to replace any property corner monuments that were disturbed or removed during construction as described in ORS 209.150.
- 4. The CITY shall operate and maintain the improvements for public purposes for their useful life subject to the limitations on the expenditure of funds by the CITY as provided by Oregon Statute.
- 5. The CITY shall complete and submit a Performance Measures Report following completion of the PROJECT, attached as ATTACHMENT A and incorporated by reference.
- 6. The CITY shall complete and submit a Matching Funds Report following completion of the PROJECT, attached as ATTACHMENT B and incorporated by reference.
- 7. Upon completion of the PROJECT, the CITY:

- a. Agrees and promises to repay the COUNTY all amounts incurred by the COUNTY under the contract for construction of the PROJECT, subject to the terms and conditions of this Agreement;
 - b. Agrees to accept the improvements and take ownership, including responsibility for any claims against the PROJECT from that point forward;
 - c. Agrees to become the successor of the PROJECT construction contract and assume all of the corresponding rights and responsibilities; and
 - d. Agrees to indemnify, defend, and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, following completion and assumption of the PROJECT by the CITY. The City's obligations under this subsection shall survive termination of this Agreement.
8. The CITY agrees to maintain ownership of the property for the life of the PROJECT.
- B. Under this Agreement, the responsibilities of the COUNTY will be as follows:
1. The COUNTY will appropriately bid and contract for construction of the PROJECT and, with the advice of the CITY, will approve changes, modifications, or amendments as necessary to serve the public interest
 2. The COUNTY will assign a Project Coordinator to perform the following duties:
 - a. Provide PROJECT Manual Documents and Bid the PROJECT;
 - b. Award the PROJECT;
 - c. Hire the lowest responsive/ responsible General Contractor;
 - d. Issue the Notice to Proceed to General Contractor;
 - e. Process Pay Request using CDBG funds and CITY funds;
 - f. Conduct on-site interviews of workers for Federal Prevailing Wage Rates for Davis-Bacon as well as review submitted Payroll Forms for the Project;
 - g. Collect all HUD (defined below) required PROJECT Close-Out Documents;

2. All costs which exceed available CDBG funds budgeted (**\$245,000**) for the PROJECT.
- C. In addition to the CITY's contribution for the total cost of the PROJECT, the City will contribute the cost of engineer services. However, the CITY shall credit 15% of the final cost of engineering toward the CITY's contribution to the total cost of the construction contract for the PROJECT.
- D. The CITY agrees to repay the COUNTY for costs incurred under the construction contract for the PROJECT in the following manner:
1. In the event a contractor is entitled to payments for work completed above and beyond the amount of CDBG funds received from HUD for the PROJECT, the COUNTY shall request a transfer of funds from the CITY for the amount necessary to make such payments. The CITY shall transfer funds which exceed available CDBG funds and are owed to a contractor to the COUNTY within thirty (30) consecutive calendar days of a written request.
 2. Upon receipt of written notification from the COUNTY, the CITY shall provide payment within thirty (30) consecutive calendar days to the COUNTY the funds necessary to meet the matching contribution requirement in Part III. B. All checks shall be made payable to Clackamas County, include a Project Number and be mailed to the following address:

Attn: Larry Crumbaker
Clackamas County - Finance Office
Public Services Building
2051 Kaen Road
Oregon City, OR 97045
 3. In the event that unforeseeable conditions arise which necessitate the execution of a change in the amount of the construction contract, the CITY and the COUNTY will jointly evaluate the circumstances surrounding the conditions. Upon approval by the CITY and the COUNTY, the COUNTY shall instruct the Engineer to execute a change order.
 4. Funds for the change order(s) shall be funded primarily by the CITY. The COUNTY will provide CDBG funds for change order(s) if there are still those funds available to use as outlined in Section III, B.

IV. Liaison Responsibility

Jim Whynot, will act as liaison from the CITY for the PROJECT. Mark Sirois will act as liaison from the COUNTY.

V. Special Requirements

- A. Law and Regulations. The COUNTY and CITY agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220, 279B.225, 279B.230, and 279B.235 are incorporated by this reference as though fully set forth.
- C. Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- C. Indemnification. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the CITY agrees to indemnify, defend and hold harmless the COUNTY, its officers, commissioners, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CITY or its employees or agents, in performance of this Agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, the COUNTY agrees to indemnify, defend and hold harmless the CITY, its officers, commissioners, agents and employees from and against all liability, loss costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the COUNTY or its employees or agents, in performance of this Agreement.

The parties' obligations under this subsection shall survive termination of this Agreement.

- E. Notice. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party which may result in litigation in any way related to this Agreement.
- F. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.

G. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the CITY which are directly pertinent to the Agreement for the purpose of making audit, examination, excerpts, and transcripts.

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

Obligations of the COUNTY are also expressly subject to the COUNTY receiving funds the PROJECT, including funds from HUD, and in no event shall the COUNTY's financial contribution exceed the amount finally granted, released and approved for the PROJECT.

I. Conflict of Interest. No officer, employee, or agent of the CITY or COUNTY who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services.

J. Insurance. The CITY will bear the risk of loss from fire, extended coverage, and will purchase and maintain property insurance on all affected CITY property. The CITY will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. If applicable, the CITY shall be required to maintain flood insurance. Each party agrees to maintain insurance, or self-insurance, in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.272.

K. Nondiscrimination. The CITY and the COUNTY agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, familial status, or the presence of any mental or physical handicap. These requirements are specified in ORS chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.

L. Handicapped Accessibility. The CITY agrees that all improvements made under this Agreement shall comply with standards set for facility accessibility by

handicapped persons required by the Architectural Barriers Act of 1968, as amended. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April, 1988 as a joint effort with other Federal agencies.

- M. Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by the CITY to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- N. Evaluation. The CITY agrees to participate with the COUNTY in any evaluation project or performance report, as designed by the COUNTY or the appropriate Federal department, and to make available all information required by any such evaluation process.
- O. Audits and Inspections. The CITY will ensure that the COUNTY, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this agreement for the purpose of making surveys, audits, examinations, excerpts, and transcripts.
- P. Acquisition. If completion of the project requires acquisition of any real property the parties agree to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended.
- Q. Change of Use. The CITY agrees to comply with applicable change of use provisions contained in 24 CFR 570.505 (refer to Attachment C).
- R. Reversion of Assets. Upon expiration or termination of this Agreement, CITY shall transfer to COUNTY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Also for any real property under CITY'S control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to CITY in the form of a loan) in excess of \$25,000 or less based on the CDBG amount shall ensure said real property is either:
 - 1. Used to meet one of the National Objectives in 24 CFR 570.208 for the term of this Agreement; or
 - 2. Not used to meet on the National Objectives for the term of this Agreement, in which event, the CITY shall pay to COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

VI. Amendment

This Agreement may be amended at any time with the concurrence of both Parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

VII. Term of Agreement

- A. This Agreement becomes effective when it is signed by both Parties.
- D. The term of this Agreement is a period beginning when it becomes effective and ending fifteen (15) years after completion of the PROJECT.
- E. This Agreement may be suspended or terminated prior to the expiration of its term by:
 - 1. Written notice provided to the COUNTY from the CITY before any materials or services for improvements are procured; or
 - 2. Written notice provided by the COUNTY resulting from material failure by the CITY to comply with any term of this Agreement; or
 - 3. Mutual agreement by the COUNTY and CITY.
- D. Upon completion of improvements or upon termination of this Agreement, any unexpended balances of CDBG funds shall remain with the COUNTY.

VIII. Integration

This Agreement contains the entire agreement between the CITY and the COUNTY and supersedes all prior written or oral discussions.

IX. 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.

X. Oregon Law and Forum

This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of laws provisions thereof. Any claim, action, or suit between CITY and COUNTY that arises out of or relates to the performance of this Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim,

action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

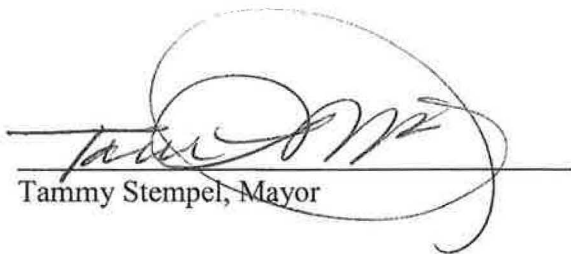
XI. Waiver

The CITY and COUNTY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

[Signature Page Follows]

CITY OF GLADSTONE

525 Portland Avenue
Gladstone, Oregon 97027



Tammy Stempel, Mayor

9/7/2018
Date

CLACKAMAS COUNTY


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

Signing on Behalf of the Board.

Richard Swift, Director
Health, Housing & Human Services
Department

Date

Approved as to form

 _____ 9/17/18
County Counsel date

September 27, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Intergovernmental Agreement #155318 with the State of Oregon, Department of Human Services (DHS), for the operation of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training

Purpose/Outcomes	To administer employment and training services to participants on the Supplemental Nutrition Assistance Program (SNAP)
Dollar Amount and Fiscal Impact	This intergovernmental provides an additional \$67,090.35 in revenue, for a total contract of \$93,921.82
Funding Source	State of Oregon. No County General Funds are involved.
Duration	Original contract is effective October 1, 2017 and terminates on September 30, 2022. Funding listed in the amendment is for the period from October 1 st , 2018 to September 30 th , 2019
Previous Board Action	The original contract was approved by the Board of County Commissioners on September 28 th , 2017.
Strategic Plan Alignment	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
Contact Person	Jennifer Harvey, Employment & Training Svcs Manager - 503-655-8843
Contract No.	H3S / CSCC 8501

BACKGROUND:

Community Solutions for Clackamas County (CSCC), a division of Health, Housing and Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement with the State of Oregon, Department of Human Services to serve participants of the Supplemental Nutrition Assistance Program (SNAP). Clientele will be referred to CSCC from other agencies to receive the job search training, work experience, employment placement and retention services required to obtain and retain meaningful employment.

This contract amendment has been reviewed and approved by County Counsel on September 10th, 2018.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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www.clackamas.us



Agreement Number 155318

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **01** to Agreement Number **155318** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its Department of Health, Housing and Human Services
(Community Solutions for Clackamas County)
112 11th Street
Oregon City, Oregon 97045
Contact: Scott Vandecoevering
Telephone: (503) 655-8844
Facsimile: (503) 655-8841
E-mail address: scottvan@clackamas.us**

hereinafter referred to as "County."

1. This Amendment shall become effective on the date this Amendment has been fully executed by every party and, when required, approved by the Department of Justice, or on October 1, 2017, whichever date is later.
2. The Agreement is hereby amended as follows. Where appropriate, language to be deleted or replaced is [~~bracketed and struck through~~]; new language is **underlined and bold**:

(Remainder of page intentionally left blank)

- a. **Page 1 of the Agreement**, also known as the Agreement face sheet, is hereby amended to change the DHS Agreement Administrator, as follows:

Office of Self Sufficiency Programs
Supplemental Nutrition Assistance Program (SNAP)
500 Summer Street NE, E48
Salem, Oregon 97301

Agreement Administrator: [~~Belit Burke~~] **John Briscoe** or delegate
Telephone: [~~(503) 947-5389~~] **(503) 945-5600**
Facsimile: (503) 373-7032
E-mail address: [~~belit.burke@state.or.us~~] **john.briscoe@state.or.us**

- b. **Section 3 “Consideration,” subsection (a)** of the Agreement is hereby amended to increase the total not-to-exceed amount of the Agreement, as follows:
- a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is [~~\$26,381.47~~] **\$93,921.82**. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.
- c. Effective October 1, 2018, **Exhibit A Part 1 “Statement of Work”** of the Agreement is hereby updated, clarified and amended, as follows:

EXHIBIT A

Part 1
Statement of Work

County shall deliver the services, as described in this Agreement, to assist Supplemental Nutrition Assistance Program (SNAP) Participants to obtain the training, work experience, employment placement and support services required to become employed. County shall deliver the services in accordance with Title 7, Part 273.7 (Work Provisions) of the Code of Federal Regulations as well as the provisions set forth below.

1. The Department of Human Services (DHS) shall determine the following:
 - a. **SNAP Eligibility**
 - b. Identify which SNAP Participants are ‘Able Bodied Adults Without Dependents’ (ABAWD). The authority to determine eligibility resides exclusively with DHS.
2. The County shall be responsible for the following:
 - [•] a. County shall deliver the services specified in this Statement of Work. [~~In order to~~] **To** be eligible to receive Agreement Services, the person must be a SNAP recipient, **as determined by DHS**, and not in receipt of ‘Temporary Assistance for Needy Families’ (TANF) benefits.
 - [•] b. County shall verify SNAP participant is not in receipt of TANF benefits by accessing the iMatchSkills tool. The iMatchSkills

database will be used to collect participant information which may include SNAP eligibility, services received, or plans developed.

- [•] **c.** In addition, the person must not be enrolled in an in-patient drug or alcohol treatment facility.
- ~~[•] County shall provide the service components to ABAWD (subject to SNAP time limits) and volunteer non-ABAWD participants who are age 16 or older.]~~
- [•] **d.** Documenting and entering timely and accurate program and participant information in the iMatchSkills database, such as the services provided, progress, ~~[and]~~ actual attendance, **and the individual's ABAWD status as determined by DHS.**
- [•] **e.** Conducting individual assessments and ~~[create]~~ **creating** case plans.
- [•] **f.** Contacting participants through telephone, voicemail, written notes or other electronic means.

3. ~~[E&T]~~ **Employment and Training (E&T)** Services and Activity Components

County and DHS will collaborate to determine an agreed upon process for referring Participants to E&T services. County shall provide the following services to SNAP eligible participants:

a. E&T Assessment

The County shall conduct an assessment for E&T services for each participant. The E&T assessment shall be conducted in person to evaluate the participant's employability factors.

b. E&T Case Plan

- (1) County shall use an agreed upon form for E&T case plan for each E&T Participant.
- (2) County shall provide information to the participant regarding appropriate E&T services and activities. County shall also provide referrals, when available, **to other STEP providers and community resources when appropriate for the Participant's case plan.**
- (3) County shall enroll each E&T participant in an E&T component(s) pursuant to the Participant's case plan.
- (4) Each active E&T case plan shall be signed and dated by the County. The components of the active E&T case plan shall include the following information:
 - (a) The E&T component(s) in which the participant engages in.
 - (b) The E&T support services the participant receives.

- (c) The projected duration of the E&T services and activities.
- (d) The expectations of the E&T participant for attendance, compliance and cooperation with DHS and County rules.
- (e) Contact information, including instructions on how and in what time frame to notify the County, if participant cannot participate according to the plan.

c. E&T Components

County shall only provide services for E&T participants with a case plan. E&T services shall be provided through specific, allowable components **that have been approved by DHS through the County's STEP proposal.**

County must offer at least one of the job components listed from the menu of services [~~limited to these~~] described below:

- (1) Job Search Component: [~~Clients~~] **Participants** who are work ready (as determined by assessment), recently unemployed, or prefer job search to other components will be referred to this component. **This component may be designed so that the participant conducts their job search independently or within a group setting.**
- (2) Job Search Training Component: A component that strives to enhance the job search skills of participants by providing instruction in job seeking techniques and increasing motivation and self-confidence. The component may consist of job skills assessments, job finding clubs, job placement services, or other direct training or support activities.
- (3) Other Employment-Related Activities: These services are designed to provide the E&T participant additional assistance in becoming more employable. County shall provide the following services:
 - (a) Adult Basic Education (ABE), General Equivalency Diploma (GED) or basic skills enhancement or remediation: Programs that offer academic instruction and education services below the postsecondary level that increase an individual's ability to read, write, and speak in English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent; transition to postsecondary education and training; and obtain employment.

- (b) English as a Second Language (ESL): A component designed to help English language learners achieve competence in reading, writing, speaking, and comprehension of the English language.
- (c) Work Experience (Supported Work): A work component designed to improve the employability of participants through actual work experience and/or training. Work experience assignments may not replace the employment of a regularly employed individual, and they must provide the same benefits and working conditions provided to regularly employed individuals performing comparable work for comparable hours. It is permissible to place E&T participants in work experience positions with private sector entities.
- (d) Short-term Vocational Training: Organized activities at the post-secondary level that provide individuals with the academic and technical knowledge and skills necessary to prepare for further education and for careers in current or emerging employment sectors. Programs are primarily designed for those who are beyond the age of compulsory high school attendance. **This includes, but is not limited to, college classes, apprenticeships, and career technical education.**
- (e) Job Retention: [~~Job retention services will be offered for up to 90 days to E&T participants who gain employment after participating in another E&T component.~~] **A maximum of 90 days of job retention services may be provided to individuals who have secured employment and are no longer participating in another E&T component, even if the individual is no longer participating in SNAP. Only individuals who have received other employment or training services under the E&T program are eligible for job retention services.**
- (f) **County shall contact each participant within 30 calendar days of enactment of the case plan to confer with the participant regarding their progression in the case plan.**

4. E&T Support Services

- (a) E&T support services are provided to enable participants to cooperate with their case plan and

attain the goals contained therein. E&T support services shall be provided to defray participant expenditures for transportation, work tools, uniforms, and other costs related directly to a service component as stipulated by the participant's case plan. E&T support service payments for basic living expenses such as rent, utilities, and food are not allowed under E&T program rules. In addition, E&T support service payments for stipends and wages are not allowed under E&T program rules.

- (b) A list of support service payments shall accompany the quarterly County invoice in accordance with Quarterly E&T Billing Report, of this Agreement.

4. Civil Rights Training

Civil Rights Training is required so that people involved in all levels of administration of programs that receive federal financial assistance understand civil rights related laws, regulations, procedures, and directives. The federal Food and Nutritional Services (FNS) and County will require DHS administered Civil Rights training on an annual basis for individuals that work with the SNAP program or recipients of SNAP benefits. County will be required to track the name of the staff person taking the training, the date the training is completed and will retain these training records for a period of three years.

5. Privacy and Confidentiality Training for iMatchSkills

Privacy and confidentiality training is required for County to access the iMatchSkills tool. iMatchSkills is a mandatory component to the E&T program to verify SNAP eligibility and to track participant's components and outcomes.

6. Performance Reporting

- a. County shall record, track, and compile data monthly on participant's engagement in STEP and on [~~County~~] **County's** progress in attaining the Agreement performance measures, as described in Section 7 "Agreement Performance Measures" of this Statement of Work. County shall report this information to DHS on a quarterly basis using the provided E&T Performance & Outcomes Report.
- b. County shall record, track and report support service expenditures to DHS on a quarterly basis. The report will include the amount of support service dollars already expended and the anticipated amount needed for the balance of the Agreement period.
- c. County shall record, track and report the number of job placements E&T Performance & Outcome Report.

- d. County may provide additional performance related information which illustrates E&T program success.
 - e. Invoices, [and] Performance & Outcomes Reports **and quarterly feedback forms** will be due **to DHS** no later than the 30th day of the following month.
7. Agreement Performance Measure
- a. Target Number

In the performance of the work required under this Agreement, County shall strive to attain the **following** targeted number of E&T Participants served, in accordance with the approved criteria.

 - (1)** For the period October 1, 2017 through September 30, 2018: Number of E&T participants Served – Target: 83.
 - (2)** For the period October 1, 2018 through September 30, 2019: Number of E&T participants Served – Target 60.
 - b. Numbers Served Criteria
 - (1) Participants served reflect the number of E&T participants who, during the FFY periods of October 1, 2017 through September 30, 2018 and October 1, 2018 through September 30, 2019, meet at least one of the criteria listed below:
 - (a) Participate in an assessment.
 - (b) Develop a case plan with County staff.
 - (c) Update a case plan for new or additional E&T components with County staff.
 - (d) Participate at least one hour in a program component.
 - (e) Receive support service payments for participation in a program component.
 - (2) DHS participant engagement may be recounted during this time period if the participant engaged in:
 - (a) Multiple E&T activities, or
 - (b) Multiple months.
8. E&T Program Review
- County shall, upon request by DHS, participate in ongoing E&T program review in the E&T program:
- a. An account of County progress in achieving the Agreement performance measures, as described in Section 7, “Agreement Performance Measures”, of this Statement of Work; and

b. Technical assistance in the DHS effort to increase the rate of employment, household income, family stability and self-sufficiency of E&T participants.

d. **Exhibit A Part 2 “Payment and Financial Reporting,” section 1 “Payment Provisions,” subsection (a)** of the Agreement is hereby amended to include additional funding as new paragraph (4), as follows:

a. County shall not submit payment requests for, and DHS will not pay, any amount in excess of the maximum compensation amount set forth in Section 3. “Consideration” of this Agreement. DHS shall reimburse County for allowable services and expenditures under this Agreement at 50 percent of the costs incurred up to the amounts set forth in the budget categories below per Title 7, Part 273.7 (Work Provisions) of the Code of Federal Regulations. Payments for Services shall not exceed the amount assigned to the Budget Categories and time periods specified below.

(1) From October 1, 2017 through September 30, 2018:

E&T Service Delivery	\$24,756.47
Support Services	\$2,075.00
Total Budget	\$26,831.47

(2) From October 1, 2018 through September 30, 2019:

<u>Program</u>	<u>\$57,090.35</u>
<u>Support Services</u>	<u>\$10,000.00</u>
<u>Total Budget</u>	<u>\$67,090.35</u>

e. **Exhibit A Part 2 “Payment and Financial Reporting,” section 2 “Invoices,”** of the Agreement is hereby amended to add **subsection (f)**, new to the Agreement, as follows:

f. Invoices received after the due date shall be paid, when approved by DHS, subject to federal funding availability.

f. **Exhibit A Part 2 “Payment and Financial Reporting,” section 3 “DHS and County Contacts,” subsection (d)** of the Agreement is hereby amended, as follows:

d. DHS employee assigned to monitor Agreement compliance, authorize payment, and act as DHS’ Agreement Administrator on matters concerning this Agreement shall be:

[Belit-Burke,] **John Briscoe** or delegate
Department of Human Services
Office of Self-Sufficiency Programs
Supplemental Nutrition Assistance Program (SNAP)
[Food Stamp Employment and Training Program (OFSET)]
500 Summer Street NE, E-48
Salem, Oregon 97301-1066
Telephone: [(503) 947-5389] **(503) 945-5600**

Facsimile: (503) 373-7032

Email: [belit.burke@state.or.us] john.briscoe@state.or.us

- g. **Exhibit A Part 3 “Special Provisions,” section 7 “Nondiscrimination”** of the Agreement is hereby amended to expand nondiscrimination language, as follows:
7. Nondiscrimination
 - a. The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). County services must reasonably accommodate the cultural, language and other special needs of clients.
 - b. County certifies that County has a written policy and practice that meets the requirements described in House Bill 3060 (2017 Oregon Laws, chapter 212) for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. County agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.
 - h. **Exhibit B “Standard Terms and Conditions,” Section 25 “Notice”** of the Agreement is hereby amended to update and correct DHS’ address for communications or notices, as follows:

DHS: Office of Contracts & Procurement
[250 Winter Street, Room 309] 635 Capitol Street NE Suite 350
Salem, Oregon 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324
 - i. Effective October 1, 2018, **Exhibit C “Subcontractor Insurance Requirements”** is hereby superseded and restated in its entirety, as set forth in **Exhibit C “Subcontractor Insurance Requirements,”** attached hereto and incorporated herein by this reference.
 - j. Effective October 1, 2018, **Exhibit D “Federal Terms and Conditions”** is hereby superseded and restated in its entirety, as set forth in **Exhibit D “Federal Terms and Conditions,”** attached hereto and incorporated herein by this reference.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:

- a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.

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

5. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): Clackamas County

Street address: 2051 Kaen Rd.

City, state, zip code: Oregon City, OR 97045

Email address: rodcoo@clackamas.us

Telephone: (503) 655-8842 Facsimile: (503) 655-8841

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

Workers' Compensation Insurance Company: self-insured

Policy #: N/A Expiration Date: N/A

(Remainder of page intentionally left blank)

6. Signatures.

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

Clackamas County, acting by and through its Department of Health, Housing and Human Services

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Department of Human Services

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)

Department of Justice

Date

**EXHIBIT C
SUBCONTRACTOR INSURANCE**

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

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

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

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for

the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00

EXCESS/UMBRELLA INSURANCE:

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

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

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

TAIL COVERAGE:

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

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

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

INSURANCE REQUIREMENT REVIEW:

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

STATE ACCEPTANCE:

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

(Remainder of page intentionally left blank)

EXHIBIT D

Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, the County certifies, to the best of the County's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Drug-Free Workplace.** County shall comply and require all subcontractors 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 DHS 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) days after such conviction; (v) Notify DHS within ten (10) 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 subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors 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 subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS 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 subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).

11. **Medicaid Services.** 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 Part 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 contract) 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, contractors 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. **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.
13. **Disclosure.**
 - a. 42 CFR Part 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 Part 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.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. County shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

14. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

September 27, 2018

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Multiple Agency Services Agreements with Home Energy Suppliers
 For Reimbursement of Energy Supplies on Behalf of Low-Income Households.

Purpose/Outcomes	Home Energy Suppliers provide energy supplies (wood, oil, electricity, natural gas) to eligible low-income households.
Dollar Amount and Fiscal Impact	These are no maximum agreements that provide reimbursement to Home Energy Suppliers and are dependent upon eligible household applications.
Funding Source	State of Oregon, Low-Income Energy Assistance Program (LIHEAP)
Duration	October 1, 2018 to September 30, 2020
Previous Board Action	None.
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	In process

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements with multiple Home Energy Suppliers during the duration of the agreement term. Through Social Services' Energy Assistance program, Home Energy Suppliers provide energy supplies (wood, oil, electricity, natural gas) to eligible low-income households. This program serves Clackamas County residents with a gross monthly household income at or below 60% of the Oregon median income. In FY 2017-2018, assistance was provided to 5,061 eligible households.

These agreements allow Social Services to provide reimbursement for energy supplies to the Home Energy Suppliers on behalf of an eligible household. The Home Energy Suppliers agree to supply an identified, pre-determined dollar amount of home energy supplies within guidelines outlined in the agreement. The dollar amount allocated per household is determined by the State of Oregon based on a matrix of the State's design, which considers household type, heating source, number of individuals, and status of household members; e.g. elderly residents, small children, disabled.

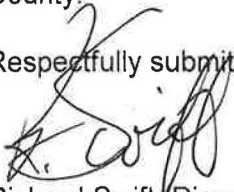
The agreements are in the process of being signed by Home Energy Suppliers, and need to be in place prior to October 1, 2018. Agreements are late due to the late release of the approved boilerplate by the State. County Counsel reviewed and approved the boilerplate agreement on September 6, 2018. No County General Funds are involved. These agreements cover a 2 year period from October 1, 2018 to September 30, 2020 and funding is

from the State Oregon Housing & Community Services Department, Low Income Energy Assistance Program (LIHEAP).

RECOMMENDATION:

Staff recommends the Board approve agreements with Home Energy Suppliers that apply for the agreement term and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Director
Health, Housing and Human Services Department

OREGON LOW INCOME ENERGY ASSISTANCE AGREEMENT

This Oregon Low Income Energy Assistance Agreement ("Agreement") is entered into between Clackamas County, acting by and through its Department of Health, Housing, and Human Services, Social Services Division ("Agency") and [REDACTED], Home Energy Supplier ("HES"). Agency and HES may each be referred to as a "Party," or collectively as the "Parties." The State of Oregon, acting by and through its Housing and Community Services Department ("OHCS") is a third-party beneficiary of this Agreement

WHEREAS, the Parties desire to provide a mechanism by which they can carry out the provisions of the Low Income Home Energy Assistance Program and the Oregon Energy Assistance Program ("LIHEAP/OEAP" or "Programs"), and

WHEREAS, the Parties desire to assure that the funds available under these Programs are used in accordance with the requirements of Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35), Title VI of the Human Services Reauthorization Act of 1984 (P.L. 98-558) and Title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (P.L. 101-501), and

WHEREAS, no HES shall be paid without signing an agreement for receipt of payments under the Programs ("Agreement"),

THEREFORE, in exchange for the mutual promises contained herein, the Parties agree to the terms and conditions set forth below.

1. Definitions

- 1.1 An "**Eligible Household**" is a household or customer that has applied for and been approved for energy assistance by the Agency by means of an Energy Assistance Authorization.
- 1.2 "**Account Payments**" or "**Payments**" are payments made by the Agency to the HES on behalf of an Eligible Household and may include pre-payment for fuel prior to its delivery, payment for bills incurred by the Eligible Household prior to the date of the application for LIHEAP/OEAP assistance, and/or a line of credit for future usage.
- 1.3 "**Energy Assistance Authorization**" is a form that will contain the Eligible Household's utility account number; the name of the person applying for energy assistance; the name appearing on the HES account for the eligible Household; the address of the Eligible Household; and the amount of the energy assistance for which the household is eligible.

2. Agency Conditions

- 2.1 The Agency shall notify the HES of Payments to be made on behalf of an Eligible Household with an Agency report or a copy of the Energy Assistance Authorization. If HES has an Agency portal, Agency can directly input commitments into the portal and no written notification is necessary. If the

Eligible Household is at risk for disconnection, the notification may be oral, but must be verified with a follow-up written report or authorization. All other notifications must be in writing.

- 2.2 The Agency shall pay all valid Energy Assistance Authorizations promptly and in no event later than 45 days after notifying the HES of a commitment for an Eligible Household.
- 2.3 The Agency shall notify all Eligible Households of the amount of Account Payments made on their behalf to the HES.
- 2.4 The Agency shall keep the HES informed in a timely manner of any relevant changes in LIHEAP/OEAP caused by changes in federal or state law.

3. HES Conditions

Conditions Applicable to All Home Energy Suppliers

- 3.1 The HES may refer its customers to the Agency for assistance.
- 3.2 The HES may charge an Eligible Household, in the normal billing process, the difference, if any, between the actual cost of the home energy used by that Eligible Household and the Account Payment.
- 3.3 The HES shall not discriminate, either in the cost of goods supplied or the services provided (including service charges, reconnection charges, and payment plan arrangements) against the Eligible Household. If the HES is a Public Utility Commission ("PUC") regulated utility, it shall adhere to the requirements in ORS 757.310, ORS 757.325, PUC administrative rules and the regulated utility's PUC-approved tariffs.
- 3.4 Consistent with applicable state law and PUC regulations, no Eligible Household receiving assistance under LIHEAP/OEAP will be treated adversely because of such assistance.
- 3.5 A credit notation shall be promptly applied by the HES to the Eligible Household's account as soon as the HES receives an Energy Assistance Authorization. If possible, a line identifying the Payment as LIHEAP/OEAP funds will appear on the billing statement after the Account Payment has been received by the HES and for as long as any portion of the Account Payment is being carried as a credit. Account Payments will be credited to the Eligible Household's account promptly after being received by the HES and in no event later than the next billing cycle. If the Eligible Household's account billing includes items other than energy charges, Account Payments may only be applied as a credit toward energy charges. If the Account Payment or credit cannot be applied to energy charges, the balance remaining shall be returned to the Eligible Household within 30 days after the HES receives the Account Payment.

HES has no obligation to apply such credit to an Eligible Household's account unless and until Agency has agreed in writing to the terms and conditions of this Agreement.

- 3.6 Reconnection charges or security deposits charged to Eligible Households will be the same as those charged to all other residential customers or, for regulated utilities, will be consistent with approved tariffs. LIHEAP/OEAP Payments can be applied to those charges, if necessary. All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement in a manner consistent with applicable PUC administrative rules, approved tariffs and other law.
- 3.7 If the Eligible Household voluntarily closes the account, and an Account Payment results in a credit balance after all final charges have been applied, the credit balance shall be refunded to the Eligible Household.
- 3.8 In the event the Eligible Household cannot be located within one year after service has been discontinued for any reason, then any unused portion of the Account Payment shall be returned to the Oregon Department of State Lands as unclaimed property.
- 3.9 The HES shall maintain an adequate accounting system to allow verification of the amount of home energy delivered to Eligible Households receiving Account Payments. Auditors and/or investigators of Oregon Housing and Community Services, the Oregon Secretary of State's Office, or the federal government shall be allowed access to all HES LIHEAP/OEAP records, which auditors or investigators determine are directly pertinent to this Agreement and reasonably needed to monitor and review the HES compliance with the provisions of this Agreement. The HES shall cooperate in the conduct of such reviews.
- 3.10 Provided that the Agency has obtained the Eligible Household's prior consent, the HES agrees, in accordance with any applicable tariff, to provide information on home energy costs and consumption, bill payment history, and/or arrearage history at no cost if requested by the household, the agency, or OHCS.
- 3.11 Agency shall inform the HES if an Eligible Household is in a crisis or life-threatening situation (as determined by local agency criteria).
- 3.12 PUC Regulated HES: Upon notification of a commitment for assistance, the PUC regulated HES shall assist the Agency in resolving the energy crisis of an Eligible Household within the timelines established by PUC administrative rules, the regulated utility's PUC-approved tariffs applicable to disconnection and reconnection of service, and emergency medical certificates.
- 3.13 Non-PUC regulated HES: Upon notification of a commitment, the non-PUC regulated HES shall assist the Agency in resolving the energy crisis of an Eligible Household within one (1) business day.
- 3.14 If the HES is unable to assist the Agency in resolving the issue within the timeframes described in Sections 3.12 and 3.13 above, the Agency shall be

notified immediately. Upon request, a written explanation of the reason(s) for non-compliance will be prepared by the HES and submitted to the Agency for placement in the Eligible Household's file.

Conditions Applicable Only to Bulk Energy Suppliers

- 3.15 Delivery of bulk fuel shall be made after the HES receives an oral or written Energy Assistance Authorization. Verification of delivery to an Eligible Household may be required by the Agency before an Account Payment is made. If the Eligible Household has an existing account with the HES and a balance is still owed after the Account Payment is applied, the HES should develop a payment plan with the Eligible Household.
- 3.16 Bulk fuel deliveries will be made in accordance with the normal business practices of the HES.
- 3.17 The HES shall only charge the Eligible Households up to its posted cash price as of the date of delivery.
- 3.18 In the event that the HES cannot deliver bulk fuel, the Agency will be notified immediately. If an Account Payment has been made, the full amount of the Account Payment shall be returned within 20 days of the receipt of the funds to the Eligible Household or forwarded to the new HES at the Eligible Household's request.
- 3.19 In the event that services cannot be delivered by the HES because the Eligible Household has been disconnected for non-payment of service and cannot be reconnected because the Eligible Household will not enter into a payment agreement under terms acceptable to the HES, the HES will send to the Eligible Household any Account Payment received by the HES on behalf of the Eligible Household within 10 days after the date on which a payment agreement could not be reached. If the HES has not yet received the Account Payment, the HES will notify the Agency to send the payment directly to the Eligible Household.

4. Termination

- 4.1 This Agreement shall terminate upon the earliest to occur of the following events:
 - (a) A change in the requirements of Title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (P.L. 101-501) ("Act");
 - (b) A change in the federal or state regulations promulgated under the Act;
 - (c) A change in the state plan for administering LIHEAP/OEAP that affects the terms and conditions of this Agreement;
 - (d) Thirty days' written notice of termination by either Party;
 - (e) Mutual consent of the Parties;
 - (f) Any license or certificate required by law or regulation to be held by the HES to provide the services required by this Agreement is for any reason denied, revoked, or not renewed; or

(g) The end of LIHEAP program year which begins on October 1, 2018 and ends on September 30, 2020.

- 4.2 Termination by either Party shall not discharge any obligation owed by either Party to the other or to an Eligible Household or any liability, which has accrued prior to termination.
- 4.3 The Agency, by written notice of default (including breach of contract) to the HES may terminate the whole or any part of this Agreement if the HES fails to perform any of the provisions of this Agreement in accordance with its terms, and after receipt of written notice from the Agency fails to correct such failures within 10 days or such longer period as the Agency may authorize.
- 4.4 The rights and remedies of either Party provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

5. Miscellaneous

- 5.1 **Subcontracts** - The HES shall not enter into any subcontracts for any of the services provided under this Agreement without obtaining prior written approval from the Agency.
- 5.2 **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever except by written instrument signed by the Parties.
- 5.3 **Execution and Counterparts** - This Agreement may be executed in counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- 5.4 **Severability** - If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.
- 5.5 **Assignment** - The HES shall not assign or transfer its interest in this Agreement without the express written consent of the Agency.
- 5.6 **Waiver** - The failure by a Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- 5.7 **Independent Contractors/Workers' Compensation Coverage** - The HES and the Agency are independent contractors under this Agreement and both covenant, warrant and affirm that neither they nor any of their agents, representatives or employees are an officer, employee, or agent of the other Party, of OHCS or of the State as those terms are used in ORS 30.265, ORS chapters 456 and 458 or otherwise. The HES and the Agency further covenant, warrant and affirm that they shall provide workers' compensation insurance for their respective Oregon employees and require by contract that their subcontractors shall provide workers' compensation insurance for their respective Oregon employees.
- 5.8 **Indemnity** - Subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act, each Party (the "Indemnifying Party") shall save, defend (consistent with ORS chapter 180), indemnify and hold harmless the other Party, OHCS and each of their officers, agents, employees and members (the "Indemnified Parties") from all claims, suits or actions of whatsoever nature (collectively, "Claims") to the extent resulting from or arising out of the negligent or wrongful acts or omissions of the Indemnifying Party or its subcontractors, agents, or employees in its performance or non-performance of its obligations under this Agreement unless such Claims primarily result from the Indemnified Party or Parties' negligence, gross negligence or willful misconduct. In no event shall either Party be liable to the other for Claims in an amount more than \$50,000 per event.
- 5.9 **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 successors and assigns.
- 5.10 **Force Majeure** - A Party shall not be held responsible for delay or default as a result of an event or action beyond its reasonable control, including without limitation, fire, riots, acts of God or war.
- 5.11 **Choice of Law** - This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to conflicts-of-laws rules or principles.
- 5.12 **Effective Date** - This Agreement shall be effective upon execution by both Parties.
- 5.13 **Merger** - This Agreement constitutes the entire Agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. The HES, 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.
- 5.14 **Mediation** - If the Parties become involved in a dispute regarding any of the terms, conditions, performance, or any obligations under this Agreement, the Parties shall submit to mediation prior to the commencement of litigation to

enforce this Agreement. The mediator shall be an individual mutually acceptable to both Parties, but in the absence of agreement, each Party shall select a temporary mediator, and the temporary mediators shall jointly select the permanent mediator. Each Party will pay its own costs for the time and effort involved in mediation and agrees to split equally the cost of the mediator. Both Parties agree to exercise best efforts and act in good faith to resolve all disputes in mediation. The Parties shall mutually agree on the schedule and time allowed for mediation. The Parties shall comply with statutes and administrative rules governing the confidentiality of mediation, if any.

- 5.15 **Headings** - The section headings in this Agreement are for convenience only and shall not be considered part of or used in the interpretation of this Agreement.
- 5.16 **HES Customer Information Confidentiality** - In the performance of its obligations under this Agreement Agency will receive or have access to Confidential Information concerning HES customers, including without limitation, customer names, social security numbers, addresses, account numbers, account payments and balances, and energy consumption data (collectively "HES Data"). Agency shall use appropriate safeguards to prevent the disclosure of HES Data to unauthorized third parties, and shall prevent Agency employees, agents or subcontractors from accessing, copying, disclosing, or using any such HES Data except as necessary to perform its obligations under the terms of this Agreement or as obligated under federal and state regulations. In the event of any actual or suspected HES Data security breach, disclosure or loss, Agency shall notify HES and OHCS immediately and agency shall cooperate with HES in complying with any laws or regulations that may apply to Agency or HES in such circumstances.
- 5.17 **Red Flag Rules** - The HES has implemented a program to detect, prevent and mitigate identity theft pursuant to the "Red Flag Rules" contained in 16 C.F.R. Part 681.1. Agency has established and will maintain reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft related to its administration of the LIHEAP/OEAP for HES customers. If Agency provides services to HES or its customers through agents or subcontractors, Agency shall be responsible for including reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft for the services provided by such agents or subcontractors.
- 5.18 **Funds Available and Authorized** - The Agency certifies that Federal Funds have been obligated to the Agency on this award. HES understands and agrees that payment of amounts under this Agreement is contingent on the Agency receiving appropriations or other expenditure authority sufficient to allow the Agency to continue to make payments under this Agreement.

5.19 **JURY WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

OREGON LOW INCOME ENERGY ASSISTANCE AGREEMENT

HOME ENERGY SUPPLIER

(INSERT NAME OF SUPPLIER)

By: _____
(Signature)

Name (Printed)

Title (Printed)

Date

Address

City/State/Zip

Telephone Fax #

Tax ID (EIN)

AGENCY DIRECTOR

Brenda Durbin, Director
Social Services Division

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Services
Department

Date

September 27, 2018

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #44-0571, Amendment #6
with Multnomah County Dept. of County Human Services,
Aging & Disability Services Division

Purpose/Outcomes	To provide care transitions services for Medicare eligible persons who reside in Clackamas County who are being discharged after a hospitalization to reduce their chance of re-hospitalization.
Dollar Amount and Fiscal Impact	Amendment total is \$31,646 for a new total agreement of \$596,366. The contract is funded through the Multnomah County provider agreements with OHSU and Providence Health Systems
Funding Source	Local Funds - no County General Funds are involved.
Duration	Effective April 1, 2013 and terminates on December 31, 2021
Previous Board Action	072513-A5, 041615-A4, 041317-A4, 011118-A1
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	6331

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Amendment #6 to Agreement #44-0571 with Multnomah County, by and through its Aging, Disability and Veterans Services Division for the delivery of Care Transition services to Clackamas Residents. Clackamas County Social Services, as part of the Metro Aging & Disability Resource Connection Consortium (Metro ADRC), participates with the Metro Care Transitions Collaborative (MCTC) program which is a joint effort of the four Area Agencies on Aging in the region and four medical systems. Multnomah County Aging, Disability, and Veterans Services Division (Multnomah ADVSD) is serving as the lead agency and fiscal agent. This amendment adds funding and extends the termination date of the original contract.

The goal of the MCTC is to provide Coleman model care transition services to persons identified by the participating hospitals that meet the eligibility criteria. This 4-week community or hospital-based intervention program was developed by Eric Coleman. This approved evidenced based program utilized trained "transition coaches" to do a hospital visit, home visit, and three follow-up phone calls with eligible participants. The eligibility criteria for the program are: Medicare fee-for-service, resides

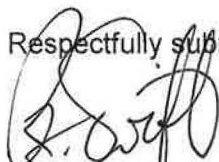
in one of the four participating counties, and has one of the targeted diagnoses and a primary or secondary reason for hospital admission. Persons that meet these criteria will receive coaching from a Care Transitions Coach to assist them in successfully transitioning back to home with minimal risk of re-hospitalization.

This agreement amendment is effective January 1, 2019 through December 31, 2021 and provides \$137,700 in continued funding. No County General Funds are involved in this agreement. This Amendment totals \$31,646 for a new revised total agreement of \$596,366. The original agreement was reviewed and approved by County Council on July 10, 2013.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the text 'Respectfully submitted,'.

Richard Swift, Director
Health, Housing & Human Services

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT
(Amendment to change Contract provisions during contract term.)

Contract Number 4400000571
Amendment No. 6

This is an amendment to Multnomah County's Contract referenced above effective January 1, 2019 between Multnomah County, Oregon, hereinafter referred to as County, and Clackamas County Social Services Division, hereinafter referred to as Contractor.

The parties agree:

1. The following changes are made to Contract No. 4400000571:
 - a. The term of the Contract shall be April 1, 2013 to December 31, 2021.
 - b. Intergovernmental Agreement 4400000571 is replaced in its entirety by the attached Intergovernmental Agreement 4400000571. Changes to this agreement include: removal of OHSU as participating Medical System, and specification of services to be provided to Providence Health Systems for the period January 1, 2019 through December 31, 2021, contingent upon continued funding from Providence Health System hospitals.
2. The estimated target value of this Contract for its term duration is increased to \$596,366.
3. All other terms and conditions of the Contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: Deborah Karmyjes
Date: 9/13/18
Dept Director or Designee: N/A
Date: _____

Signature: _____
Print Name: Richard Swift
Title: Director; Health, Housing & Human Services
Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Jonathan Strauhull
Assistant County Attorney Approved via email by Jonathan Strauhull
Date: 9/7/2018

Approved as to form
by: _____
Date: _____

INTERGOVERNMENTAL AGREEMENT
Contract Number 4400000571

This is an Agreement between Clackamas County Social Services Division (Contractor) and Multnomah County (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS: P.O. Box 2950
CITY, STATE, ZIP: Oregon City, OR 97045

PURPOSE:

The purpose of this agreement is to purchase the services and establish the terms of the Metro Care Transitions Collaborative (MCTC), a joint effort of the four Area Agencies on Aging (AAA) and various medical systems in the Multnomah, Clackamas, Washington and Columbia County area. Multnomah County ADVSD will be serving as lead agency.

Community-Based Organizations (CBOs)	Medical Systems
Area Agencies on Aging	
Clackamas County Social Services (CCSS)	Providence Medical Center
Multnomah County Aging, Disability and Veterans Services (ADVSD)	Providence Milwaukie Medical Center
Washington County Disability Aging and Veterans Services (DAVS)	Providence St. Vincent Medical Center

PROJECT DESCRIPTION:

Multnomah County Aging, Disability and Veterans Services (ADVSD) will serve as the lead agency, with executive oversight from the Care Transitions Project Manager and with day-to-day operations and quality assurance provided by a Clinical Coordinator.

All participating healthcare systems have accepted the use of the Coleman model for care transitions (Coleman CTI). Care Transitions (CT) coaches will assist participating healthcare systems in identifying appropriate referrals for the program, make contact with patients, and begin the coaching process. Program participants will receive a visit in the hospital, one home visit within 48 – 72 hours following discharge, as well as up to three (3) follow-up phone calls. The area served by the Collaborative has rich diversity, and the Collaborative will use bi-lingual coaches or interpreter services to assure effective communication with program participants.

Data collection and analysis, as well as billing and fee distribution, will be managed by ADVSD's well-established fiscal reporting system. Quality assurance checks will be part of the ongoing process. A CT database, already in use in a CT pilot project, will be utilized by CBO partners for this project. Additionally, referral and assignment processes are already in place.

The parties agree as follows:

- 1. TERM.** The term of this agreement shall be from April 1, 2013 to December 31, 2021. This agreement may be renewed at the discretion of County.

2. **CONSIDERATION.** The estimated payment under this Contract, including expenses, is \$596,366 in requirements funding.
3. **RESPONSIBILITIES OF CONTRACTOR.** The Contractor agrees to perform the following tasks and deliverables:
- a. Multnomah County ADVSD will serve as lead agency and fiscal agent for the Collaborative. Contractor agrees to assign a lead staff person for this project, who will coordinate the program.

The CT program has been designed to provide for interactive cooperation between the Contractor, the other two participating contractors and participating healthcare systems.

Contractor will ensure that CT services will be provided by CT coaches who have completed required training provided by the Coleman CTI program and who meet the position qualifications. Contractor will identify one or more trained coaches to be assigned within their service area. It is anticipated that each coach will be able to complete a minimum of 24 home visits per 1.0 FTE CT Coach each month, for a total of approximately 296 participants served per year.

Contractor will coordinate with the MCTC Clinical Coordinator to ensure that Contractor CT coach(es) will be assigned to provide home visits and follow-up to Washington County program participants identified at Providence Portland Medical Center, Providence Milwaukie Medical Center, and Providence St. Vincent Medical Center. Contractor will not have responsibility for case finding at these facilities. The healthcare systems will provide either a list of eligible participants or access to medical records to the coach to aid in identifying patients that meet the criteria for the program as determined by the healthcare system. The site visit is completed by the designated CT coach to explain the CT program to the potential participant and their family members, including providing them with an informational brochure and acquainting them with the coach who will be visiting them at home. The designated CT coach will also enter participant and service information into the Collaborative's database, as required by ADVSD.

Once a patient accepts admission into the CT program, a designated CT Coach will enter participant information into the CT database and make the referral to the appropriately assigned CT Coach based on the zip code and county of the program participant's residential address.

A home visit by the CT coach to meet with the program participant, and their caregiver if possible, will occur within 2 business days of discharge. In addition, the CT coach will conduct three follow-up phone calls over the next 30 days. The Coleman CTI model is founded on the principle of patient-centered/directed practices. CT coaches use teach-back methods, coaching, and patient-activation methods to support the beneficiary and their support networks to help them establish skills that last far beyond the 30-day intervention. The home visit focuses on review of the discharge instructions and the four pillars of the Coleman model:

- review of the program participant's medication, with a focus on self-management of medications;
- planning for the follow-up appointment with physician;
- assuring the client understands potential red flags and complications which might occur; and
- completion of a personal health record and helping the program participant make note of any questions to ask their personal care physician or specialist at the follow-up appointment. The three follow-up phone calls within 30 days of discharge will focus on problem solving and patient activation.

The coach will work with the program participant and their family to ensure transportation is arranged for the physician visit and for other follow-up appointments, including to labs and pharmacy during the first week at home. If the program participant and their family identify any care or resource needs, the coach will assist by providing referrals for follow-up assistance and access to community services, including transportation.

b. Deliverables shall be sent or delivered to:

Multnomah County
 DCHS/Aging, Disability and Veteran Services Division
 Contract Deliverables
 P.O. Box 40488
 Portland OR 97204-0488

If submitting electronically, send to: ADS.Contracts@multco.us.

- c. Outreach Materials: Contractor will ensure that all outreach materials have been approved by the MCT Clinical Coordinator prior to distribution.
- d. Public Release of Information: Contractor will coordinate with the MCT Clinical Coordinator to ensure that report or analytic material based on information obtained through the project has been approved by ADVSD prior to release.
- e. Evaluation: Contractor agrees to cooperate fully with ADVSD in any evaluation of this program. This may include providing additional information and data, including beneficiary-specific information, regarding program operations, intervention models, patient targeting, and other functions.
- f. Program Performance Measures:

Client demographics and service data are entered in timely and accurate manner.	95% rate for accuracy and timeliness
CT Coaches and supervisory lead are actively engaged in program development.	CT Coach(es) and supervisory lead participate in program meetings/calls at least one time/month

g. Reporting Requirements: Contractor agrees to utilize electronic client and service database system established by the County. Lead staff and CT Coaches will participate in training and technical assistance for data collection systems to ensure appropriate and accurate use of reporting tools. Contractor will ensure that CT Coaches enter client and service information into the electronic database in a timely, accurate and complete fashion. Monthly client data/service entry will be entered no later than the final day of the month in which services are provided.

- 4. **RESPONSIBILITIES OF COUNTY.** The County agrees to pay Contractor, upon submission of all deliverables and an invoice, an estimated \$596,366 in requirements funding including expenses. County will pay upon the conditions and terms indicated in #12 below.
- 5. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) day's written notice. Termination of this Agreement shall be without prejudice to expenses accrued prior to such termination.
- 6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300 Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor, its officers, employees and agents in the performance of this agreement.
- 7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
- 8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **PAYMENT/BILLING.** This Contract will be paid on a Per-Invoice/Fee-for-Service/Requirements basis. Payment will be made for services to clients who are targeted at-risk patients at Providence Health Systems facilities identified by County staff. Payment will be made to Contractor contingent upon receipt of payment by County from Providence Health Systems for qualified clients and services.
- a. County will pay Contractor **\$200** for each program participant identified through Providence Health Systems who receives a home visit from a Care Transitions (CT) Coach. For services in the period from January 1, 2019 through December 31, 2021, County will pay Contractor \$200 each for:
 - i. Up to four hundred and fifty (450) program participants identified through Providence Health Systems who receive a home visit from a Contractor Care Transitions Coach **from January 1, 2019 through December 31, 2021, for a total of up to \$90,000.**
 - ii. **CONTINGENT FUNDING:** A continuation of current funding for calendar year 2019 has been tentatively approved for up to **one hundred fifty (150)** program participants identified through Providence Health Systems under this contract who receive a home visit from a Contractor Care Transitions Coach **from January 1, 2019 through December 31, 2019.** This funding is contingent upon the availability of additional funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise until the additional funds are made available to the County for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County.
 - b. County will pay Contractor **\$100** each for:
 - i. Up to four hundred seventy seven (477) program participants identified through case finding by Contractor Care Transitions Coach at Providence Milwaukie Medical or Providence Willamette Falls Medical Center who also received a home visit by a Care Transitions Coach **from January 1, 2019 through December 31, 2021, for a total of \$47,700.**
 - ii. **CONTINGENT FUNDING:** A continuation of current funding for calendar year 2019 has been tentatively approved for up to **one hundred fifty nine (159)** additional program participants identified through case finding by Contractor Care Transitions Coach at Providence Milwaukie Medical Center or Providence Willamette Falls Medical Center who receive a home visit from a Care Transitions Coach **from January 1, 2019 through December 31, 2019.** This funding is contingent upon the availability of additional funds from which payment for contract purposes can be made. No legal liability on the part of the County for any payment may arise until the additional funds are made available to the County for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the County.
 - c. The estimated total new funding for the period from January 1, 2019 through December 31, 2021 is **\$137,700.**
 - d. All requests for payment shall be sent to:

Multnomah County
 DCHS/Aging, Disability and Veteran Services Division
 Contract Deliverables
 P.O. Box 40488
 Portland OR 97204-0488

If submitting electronically, send to: ADS.Contracts@multco.us

e. Payments will be sent to:

Clackamas County Social Services
 P.O. Box 2950
 Oregon City, OR 97045

13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement does not constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.

14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a subrecipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

CFDA #	Program Title	Program Amount
N/A	N/A	N/A

15. **FISCAL REQUIREMENTS.** Contractor agrees to the following if a Federal Funds Subrecipient:

- a. Contractor agrees to use, document, and maintain accounting policies, practices and procedures, and cost allocations, and to maintain fiscal and other records pertinent to this Contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Chapter I, Chapter II, Part 200), Oregon Administrative Rules, County financial procedure in the *Countywide Contractor's Fiscal Policies and Procedures Manual* located at: <http://web.multco.us/finance/fiscal-compliance>. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense and all assets, liabilities, and equities consistent with the Generally Accepted Accounting Principles, Oregon Administrative Rules, and County procedures. Reports and fiscal data generated by the Contractor under this Contract shall be accessible to County upon request.
- b. Contractor shall be subject to a County fiscal compliance review to monitor compliance with the County's financial reporting and accounting requirements. The review shall be completed periodically, as described in the *Countywide Contractor's Fiscal Policies and Procedures Manual*. If Contractor's corporate headquarters are out of state, Contractor agrees to pay travel costs incurred by County to conduct fiscal review. These costs include, but are not limited to, transportation to corporate headquarters, lodging, and meals.
- c. Contractor, if it is a state, local government or non-profit organization and a subrecipient of Federal funds, shall meet audit requirements of Office of Management and Budget (OMB) Uniform Administrative Requirements "Audits of States, Local Governments, and Non-Profit Organizations" (2 CFR Chapter I, Chapter II, Part 200), Subpart F (formerly OMB Circular A-133 December 25, 2014 and earlier).
- d. Contractor agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirements outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct, and related interpretation and rulings), the Oregon State Board of Accountancy, the independence rules contained within Government Auditing Standards (2003 Revision), and ruled promulgated by other Federal, State, and local government agencies with jurisdiction over Contractor. Those rules require that the Certified Public Accountant be independent in thought and action with respect to organizations who engage them to express an opinion on Financial Statements or to perform other services that require independence.

- e. Limited Scope and Full Audits, including the Management Letter associated with the audit, if issued, and all specifications identified in the County's *Fiscal Policies and Procedure Manual* shall be submitted to the County within thirty (30) days from the date of the report, but in no case later than nine (9) months after the end of the Contractor's fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of Contract payments until audits are submitted.

16. ADDITIONAL TERMS AND CONDITIONS: N/A

- 17. THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

COPY

September 27, 2018

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Amendment #12 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Reduces funding from the Oregon Health Authority for Program Element 03 – Tuberculosis Case Management within the Local Public Health Authority of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #12 decreases this Agreement by \$17,749 for a new Contract maximum value of \$6,109,944.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2019
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2, June 7, 2018, Agenda item 060718-A11, June 14, 2018, Agenda item 061418-A3
Contact Person	Dawn Emerick, Public Health Director – 503-655-8479
Contract No.	8327-12

BACKGROUND:

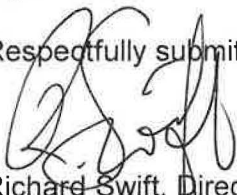
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #12 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This Amendment reduces funding from the Oregon Health Authority for Program Element 03 – Tuberculosis Case Management within the Local Public Health Authority of Clackamas County, and decreases Agreement by \$17,749.

This Amendment is effective upon signature and continues through June 30, 2019. This contract has been reviewed by County Counsel on September 18, 2018.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing, and Human Services

Agreement #154103



**TWELFTH AMENDMENT TO OREGON HEALTH AUTHORITY
2017-2019 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twelfth Amendment to Oregon Health Authority 2017-2019 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2017, and restated July 1, 2018 (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, acting by and through its Public Health Department ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2019 (FY19) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200;

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. Section 1 of Exhibit C entitled "Financial Assistance Award" of the Agreement for FY19 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C as restated July 1, 2018, entitled "Explanation of Financial Assistance Award" of the Agreement.
2. Exhibit J "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
3. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
5. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
6. The parties expressly ratify the Agreement as herein amended.
7. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

8. This Amendment becomes effective on the date of the last signature below.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

9. **Signatures.**

By: _____
Name: /for/ Lillian Shirley, BSN, MPH, MPA
Title: Public Health Director
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Richard Swift
Title: Director, Health, Housing and Human Services
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on July 17, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Mai Quach (or designee)
Title: Program Support Manager
Date: _____

**Attachment A
Financial Assistance Award (FY19)**

State of Oregon Oregon Health Authority Public Health Division			Page 1 of 3	
1) Grantee		2) Issue Date	This Action	
Name: Clackamas County Public Health		July 08, 2019	AMENDMENT	
Street: 2051 Kaen Rd. Suite 637		3) Award Period		
City: Oregon City		From July 1, 2018 Through June 30, 2019		
State: OR Zip Code: 97045				
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01 State Support for Public Health	486,823		486,823	
PE03 Tuberculosis Case Management	17,749	-17,749	0	
PE07 HIV Prevention Services	130,555		130,555	
PE12 Public Health Emergency Preparedness and Response (PHEP)	162,253		162,253	
PE13 Tobacco Prevention and Education Program (TPEP)	227,567		227,567	
PE27-02 PDOP - Opico State Targeted Response (OSTR)	79,563		79,563	
PE40-01 WIC NSA: July - September	200,074		200,074	
PE40-02 WIC NSA: October - June	600,221		600,221	
PE40-03 BFPC: July - September	17,353		17,353	
PE40-04 BFPC: October - June	52,056		52,056	
PE40-05 Farmer's Market	3,769		3,769	
PE42-01 MCAH Title V CAH	36,671		36,671	
PE42-02 MCAH Title V Flexible Funds	55,564		55,564	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,490		11,490	
PE42-04 MCAH Babies First! General Funds	36,706		36,706	
PE42-05 MCAH Oregon Mothers Care Title V	6,834		6,834	
PE42-06 MCAH General Funds & Title XIX	21,556		21,556	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	91,961		91,961	

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
1) Grantee Name: Clackamas County Public Health		2) Issue Date July 05, 2018		This Action AMENDMENT FY 2019
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE44-01	SBHC Base	224,000		224,000
PE44-02	SBHC - Mental Health Expansion	336,700		336,700
PE46	RH Community Participation & Assurance of Access	5,038		5,038
PE50	Safe Drinking Water (SDW) Program (Vendors)	147,475		147,475
5) Foot Notes:		2,984,022	-17,749	2,966,273
PE03	1	Tuberculosis funding has been changed to a fee for service model.		
PE40-01	1	Award for July - September should be spent by 9/30/18		
PE40-02	1	Award for October - June should be spent by 6/30/19		
PE40-03	1	Award for July - September to be spent by 9/30/18		
PE40-04	1	Award October - June to be spent by 6/30/19		
PE40-05	1	Award is one-time funding to be spent by 11/30/18		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-02	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-03	1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-05	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.		
PE42-06	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE43	1	All Award must be spent by the end of June 30, 2019		

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 3
1) Grantee Name: Clackamas County Public Health Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date July 05, 2018	This Action AMENDMENT FY 2019	
		3) Award Period From July 1, 2018 Through June 30, 2019	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
PE46 1 Funding period is two months - 7/1/18 - 8/31/18 - Funds must be expended by August 31, 2018			
6) Comments:			
PE40-02 Nutrition Ed of \$120,044, BF of \$21,942 to be spent by 6/30/19			
PE50 \$13,273 must be spent from 7/1/18 to 9/30/18. \$39,818 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)			
PE07 \$40,282 must be spent by 12/31/18			
PE03 \$3,248 must be spent by 12/31/18			
PE27-02 \$79,583 in FY19 is balance of OSTR Year 2 Funding available 7/1/18-4/30/19 only.			
PE40-01 Nutrition Ed of \$40,015 & BF of \$7,314 to be spent by 9/30/18			
7) Capital outlay Requested in this Action:			
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

Attachment B

Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE03: Tuberculosis Case Management

Funding Information Table

Federal Award Identification Number (FAIN):	5NU52PS004708	TBD	General Fund
Federal Award Date:	12/19/2017	TBD	
Performance Period:	06/01/18-12/31/18	01/01/19-06/30/19	
Federal Awarding Agency:	CDC	CDC	
CFDA Number:	93.116	93.116	
CFDA Name:	TB Control & Elimination	TB Control & Elimination	
Total Federal Award:	634585	TBD	
Project Description:	TB Case Mgmt	TB Case Mgmt	
Awarding Official:		TBD	
Indirect Cost Rate:	16.41%	TBD	
Research and Development (Y/N):	No	No	

PCA: 53012 TBD 53328
 INDEX: 50403 50403 53328

Agency/Contractor	DUNS	Amount	Amount	Amount	Total FY 2019
Clackamas	96992656	\$0	\$0	\$0	\$0

September 27, 2018

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Amendment #2 of a Revenue Intergovernmental Agreement with
 Oregon Department of Human Services,
Office of Vocational and Rehabilitation Services

Purpose/Outcomes	Provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment.
Dollar Amount and Fiscal Impact	This is a revenue agreement with no maximum value.
Funding Source	No County General Funds are involved.
Duration	Effective September 30, 2018 and terminates on September 30, 2020.
Strategic Plan Alignment	1. Efficient and Effective Services. 2. Ensure safe, healthy and secure communities
Previous Board Action	Previous Board Action on March 15, 2018. Agenda item 031518 – A1
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	7427_02

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue Amendment #2 to the Intergovernmental Agreement (IGA) with Oregon Department of Human Services, Office of Vocational and Rehabilitation Services (OVRS).

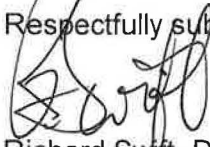
This agreement provides Job Placement and Job Retention services to clients who have a severe and persistent mental illness to find and retain employment. Reimbursement is on a performance based fee-for-service basis. The original agreement was previously reviewed by the Board of County Commissioners October 8, 2015 and Amendment #1 on March 15, 2018. This Amendment renews the agreement for an additional 2 years with a new termination date of September 30, 2020.

County Counsel reviewed this document on September 12, 2018. No County General Funds are involved. It is effective September 30, 2018 and terminates on September 30, 2020.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
 Health, Housing, and Human Services



Agreement Number 149599

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

#7427_02

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

This is amendment number **02** to Agreement Number **149599** between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
acting by and through its Department of Health, Housing and Human Services
Health Centers Division
2051 Kaen Rd., Suite 637
Oregon City, Oregon 97045
Attention: Ed Johnson
Telephone: (503) 742-5325
Facsimile: (503) 742-5352
E-mail address: ejohnson@co.clackamas.or.us**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) September 30, 2018 or (b) when required, the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. **Section 1. "Effective Date and Duration"**, to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
 1. **Effective Date and Duration.**

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on October 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on ~~September 30, 2018~~ **September 30, 2020**. Agreement termination or expiration shall not extinguish or prejudice

either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

- b. **Exhibit A, Part 1, "Statement of Work", Section 2., "Definitions", Subsections f., "Job Retention" and h., "Participant,"** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

f. Job Retention means an array of individualized services provided by the County while working with the Participant and employer to discern issues, problems and solutions on the job to ensure Participants employment success. **It includes ongoing and routine engagement of employer and or Participant to identify issues affecting job performance and to establish a plan for remediation which will allow the Participant to make changes to maintain employment. This will be based on Participant's preference of disclosure.** Retention has been successfully achieved when the participant has reached 90 days of successful employment and job stability, as defined by VR, has been achieved, whichever comes later. Job retention is not job coaching. See definition for job coaching.

h. Participant means a DHS client or consumer, that is **has been determined** eligible for VR services, and who is in need of, and can benefit from, rehabilitation services to assist in achieving an employment outcome. **This does not include students that have only been determined potentially eligible for Pre-Employment Transition Services (Pre-ETS).**

- c. **Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection b., "Job Placement Referrals", Paragraph (1),"** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

a. The VRC will utilize the standardized Job Placement Referral form and send the completed referral form via email, fax or USPS to the County. The referral will include the Participant's vocational goal, amount of work hours per week desired by the Participant, disability barriers; predetermined Job Placement track, all other required Services available under this Agreement and additional elements necessary for County to make an informed decision whether to accept or deny the Referral.

(a) Prior to the referral meeting described in subsection 3) the Participant is allowed, when available, a brief unpaid interview or informative material for County in order for the participant to make an informed choice regarding who they would like to be referred to. These may include short unpaid meet and greet sessions, County resumes or brochures, video resumes, and other materials which may assist the Participant's informed choice.

(b) The referral payment is a one-time fee per County, for each Participant as stated in Exhibit A, Part 2, "Payment and Financial Reporting", Section 2.

- d. **Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection b., "Job Replacement Referrals", Paragraph (5), "Participant Portfolio (Portfolio),"** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

(5) Participant Portfolio (Portfolio)

The Portfolio will only be utilized at the request of the VRC through the Job Placement referral form at the time of referral for Job Placement services, or through an Authorization for Purchase (AFP) if requested for participants that do not need Job Placement services, but require assistance with resume building, interview skills and application completion. The Portfolio may not be necessary for all Participants or Job Placement Tracks. Completed Portfolio's must be submitted prior to or along with the first monthly Job Placement review report, or within 30 days of AFP acceptance for Participants not referred to Job Placement Services. The Portfolio will be individualized for each Participant and will include elements as requested by VRC in the referral form and during the Job Placement Strategy Meeting, or as listed in the AFP for participants not referred to Job Placement Services. Examples of elements that may be requested include a resume, master on-line application in print, video profile, profile page, mock interview skill building and other job preparation activities deemed necessary by the VRC to reach a successful outcome.

Portfolio Acceptance or Rejection

(a) Accepted: VRC determines that Portfolio includes all required elements and is of acceptable quality. County may submit invoice requesting payment upon acceptance.

(b) Rejected: The VRC will reject the Portfolio if it does not include all required elements and is not acceptable quality. VRC will give County an additional 15 days to revise the Portfolio to include all required elements and resubmit for VRC approval.

(c) Participant Portfolio will not be provided in situations where Participant is receiving or has received Job Search Assistance. Job Search Assistance shall not be provided when a Participant Portfolio was received.

- e. **Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection e., "Job Placement," Paragraph (1)** is hereby amended to add new Subsections (e) and (f) to address multiple Job Placements to meet Participant Job hour goals, to read as follows:

(e) Job Placement in conjunction with Track 2 and Track 3 may require a Participant to use more than one Job Placement in order for them to meet

their required work hours as stated in their written Strategy Report described in Section 4 d. This requirement will allow for a special provision to be performed.

- (f) This special provision for Job Placement Track 2 and Track 3 service levels, as authorized by the Participant and VRC, allows for multiple Job Placements to be paid using incremental steps of the standard Job Placement payment levels found in Exhibit A Part 2 Payment and Financial Reporting Section 1) "Achieved Milestone Payments." Payment will be issued incrementally with 50% of the total payment paid for the first Job placement and 50% paid after the placement that reaches the total number of hours agreed upon in the client's Strategy Report. An additional 50% payment will be made, only as authorized by VRC, to replace a lost job to achieve the total number of agreed upon hours and reach job retention. Placement payment will be issued by VR, as authorized by VRC, after Participant has been on the job for 3 days and County has submitted required documentation.

f. **Exhibit A, Part 1, "Statement of Work", Section 4., "Performance Work Statement", Subsection f., "Job Retention"** is deleted in its entirety and restated with the following:

f. Job Retention

- (1) County shall submit a Retention Verification Form and invoice to the VRC if the following expectations have been met:
 - (a) VRC, Participant, County and employer agree that 90 days of successful employment and Job Stability has been achieved.
 - (b) Necessary long-term supports have been established for track 2 & 3.
 - (c) Job matches vocational plan goal and work hours requested on the Referral Form.
- (2) Retention Acceptance or Rejection
 - (a) Acceptance
 - i. County has submitted monthly communications to VRC regarding Participants performance, employer's expectations and any performance evaluations during the Job Retention period. The report will be submitted in the format approved by VRC.
 - ii. VRC accepts retention and signs Retention Verification Form. VRC pays invoice
 - (b) Rejection. All elements of successful retention have not been met and invoice is not paid.

- g. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”** is hereby amended to add a new Subsection g. “Job Search Assistance” and re-letter “Additional Services as h. as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.

g. Job Search Assistance

Is a direct service authorized by the VRC and provided in place of Job Placement when the Participant will need limited job search assistance to initiate or help facilitate the Participant’s use of community resources in their independent job search.

- (1) Job search assistance is a short-term service provided to Participants who are not receiving Job Placement, nor anticipate receiving Job Placement.**

Job search assistance may include interview assistance (reducing anxiety), interview debrief, introduction to local Workforce and community partners and career development activities, training on and selection of appropriate interview and/or work clothing, selection of appropriate equipment needed for employment (ex: commercial grade tools), support in arranging possible accommodation needs or equipment for interviews, travel planning to attend a scheduled interview, online applications, and video resume.

- (2) Job search assistance is expected to last no more than 10 hours. Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager Approval.**

- (3) County shall develop and deliver to the VRC a written plan utilizing the standard Job Search Assistance Plan within the first two weeks of providing job search assistance. The plan will be individualized for the Participant’s particular job search assistance needs and will include an analysis and breakdown of tasks necessary for job search assistance, how these services will be provided to match the Participant’s individual learning styles, tools and accommodations needed for Participant’s efficiency during job search.**

- (4) County will provide an in-depth monthly report utilizing the standard Monthly Job Search Assistance Report that demonstrates successes and challenges with all strategies identified in the Job Search Assistance Plan.**

- (5) Job search assistance rate will be negotiated between the County and the VRC and will be based on fair market value of the service(s).**

- (6) Portfolio will not be provided if “Job Search Assistance” is provided. Portfolios are intended for all other Job Placement Services not Job Search Assistance.**

~~g.~~ **h. Additional Services**

h. Exhibit A, Part 1. “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (2) is hereby amended by adding new **Subparagraphs (i), (j), and (k)**, to read as follows:

- (i) If the Participant completes less than 20 hours of the assessment, after VRC and Participant have agreed to the placement site, a 50% payment will be authorized. County shall submit the completed CBWA report form with invoice.
- (j) CBWA’s are tools designed to evaluate the Participant’s needs and abilities in a work site. It is expected that an evaluator will be on site to complete this evaluation and respective reports of their observations. This on site evaluator is included in the flat fees.
- (k) For Participants needing additional supports, that are unable to participate in and complete the basic tasks of the work site without accommodations, such as a coach to help them accomplish the task, a trained job coach can be hired and provided for the successful completion of this evaluation. VRC and County will determine the extent of support needs for Participant and number of hours appropriate for Participant’s support needs, not to duplicate or overlap with the expectation of the hours the evaluator is already present and completing this evaluation. Job Coaching will be justified according to the support needs of the Participant. Job Coaching will not be paid for in addition to the CBWA’s flat fee if it is used just to show Participant what to do then the Participant is observed and evaluated on this task from that point on, meaning the Participant learns task and is independent in task after brief instruction. This is a standard expectation in the flat fees of these evaluations and are not paid for in additional job coaching services.

i. Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (3), “Direct Job Placement”, Subparagraph d) is deleted in its entirety and restated with the following:

- (d) Direct Job Placement Strategy Report fee will be paid upon delivery and acceptance of Direct Job Placement Strategy Report. Placement fee will be paid upon delivery of invoice by the County. Retention fee will be paid upon delivery of the Direct Placement Retention form and invoice by the County. Payment expectations are as follows:
 - i. Strategy Report fee will be paid after 3 days of successful employment.”
 - ii. Direct Placement fee will be paid after 30 days of successful employment.
 - iii. Retention fee will be paid after 90 days of successful employment.

- j. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (4), “Job Coaching”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**.
- (4) Job Coaching: Direct services authorized by the VRC and provided ~~on the~~ **for the** job to teach the participant the essential skills necessary to complete required job tasks beyond what is normally provided by the employer.
- k. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h), “Additional Services”, Paragraph (5) “On the Job Training (OJT) Set Up”** is hereby deleted in its entirety and reserved for future use.
- (5) **(Reserved) On The Job Training (OJT) Set Up:** ~~OJT is a time specific training in specific job skills by a hiring employer, which is completed as a wage reimbursement to the employer to compensate for additional training required for the participant to meet all skills requirements of the job.~~
- (a) ~~Set up of an OJT site by the County will be completed at the request of the VRC.~~
- (b) ~~OJT will be initiated upon employers’ agreement to hire a Participant.~~
- (c) ~~OJT is expected to last no longer than three (3) months.~~
- (d) ~~VRC and County will utilize the standard OJT agreement form.~~
- l. **Exhibit A, Part 1, “Statement of Work”, Section 4., “Performance Work Statement”, Subsection h., “Additional Services”, Paragraph (6), “Targeted Vocational Assessment (TVA)”** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- (6) Targeted Vocational Assessment (TVA) is completed in relation to a specific vocational goal and looks at skills and tasks necessary for success in the desired employment fields.
- (a) TVA will only be provided by County at the request of the VRC upon receipt of a TVA Referral form. TVAs may be provided to Participants that have completed Discovery through the ODDS program.
- (b) County shall meet with the VRC and Participant to discuss the required outcome of the TVA, determine what information will be obtained through the TVA and identify the Participants specific vocational goal to ensure an appropriate TVA site is chosen by the County.
- (c) Utilizing information obtained at the meeting, County shall develop a written plan describing how the TVA will be performed and monitored utilizing the standard TVA report form.

The plan will clearly describe the desired outcome and how that outcome will be achieved. County will deliver the plan to the VRC within 10 business days after the meeting.

- i. If VRC accepts the plan then County will proceed with the TVA.
 - ii. If plan does not adequately describe how outcomes will be achieved then VRC will give County the opportunity to revise the plan and resubmit to the VRC for approval.
- (d) TVA's will occur only at integrated employment sites individually developed to match the Participants' specific vocational goal as outlined in the agreed upon monitoring plan. TVA's will not be completed at a business owned or operated by the County.
- (e) TVA's are expected to ~~last a maximum of 8 hours~~ **be 6 to 12 hours. There will be a half payment for VRC approved Participant initiated cancellations.**
- (f) A maximum of three TVA's will be approved by the VRC per Participant case and each must assess a different question or vocational goal. Exceptions may be made in extraordinary circumstances based on VRC recommendation and Branch Manager approval.
- (g) Upon completion of the TVA County shall submit a comprehensive report completing the standard TVA report form.
- (h) VRC, Participant and County will conduct a post meeting to review the TVA results.
- (i) TVA's are tools designed to evaluate the Participant's needs and abilities in a work site. It is expected that an evaluator will be on site to complete this evaluation and respective reports of their observations. This on site evaluator is included in the flat fees.**
- (j) For Participants needing additional supports, that are unable to participate in and complete the basic tasks of the work site without accommodations, such as a coach to help them accomplish the task, a trained job coach can be hired and provided for the successful completion of this evaluation. VRC and County will determine the extent of support needs for Participant and number of hours appropriate for Participant's support needs, not to duplicate or overlap with the expectation of the hours the evaluator is already present and completing this evaluation. Coaching will be justified according to support needs of the Participant. Coaching will not be paid for in addition to the TVA's flat fee if it is used just to show Participant what to do then the Participant is observed and evaluated on this task from that point on, meaning the**

Participant learns task and is independent in task after brief instruction. This is a standard expectation in the flat fees of these evaluations and are not paid for in additional coaching services.

(k) If the Participant completes less than 6 hours of the assessment, after VRC and Participant have agreed to the placement site, a 50% payment will be authorized. County shall submit the completed TVA report form with invoice.

- m. **Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection b., “Job Placement Services”, Paragraph (1), “For Job Placement Track 1”, subparagraph (a)i.** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- i. DHS Vocational Rehabilitation (VR) ~~Employment Outcomes Professionals II Training (EOPH) or DHS approved EOPH Equivalent Training~~ **Job Developer Orientation Training (JDOT) or VR approved Job Developer Training Equivalent**; Mental Health Individual Placement and Support (IPS) approval; Association of People Supporting Employment first (APSE) training, Association of Community Rehabilitation Educators (ACRE) training, or Certified Employment Support Professional (CESP) certification; or a Department approved competency-based employment training; or
- n. **Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection b., “Job Placement Services”, Paragraph (1), “For Job Placement Track 1”, Subparagraph (b)i.** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- i. DHS VR EOPH or DHS approved EOPH Equivalent Training **Job Developer Orientation Training (JDOT) or VR approved Job Developer Training Equivalent** within 12 months of Agreement execution or start of employment under the Agreement, and;
- o. **Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection b., “Job Placement Services”, Paragraph (2), “For Job Placement Tracks 2 & 3”, Subparagraph (c)** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- (c) In accordance with ORS 409.050 DHS Vocational Rehabilitation has adopted requirements under OAR 411.345.0030(4)(e) to meet requirements set forth in Executive Order 15-01 and ensure all populations served by VR are provided services by equally skilled and highly qualified providers. Requirements are as follows:
- p. **Exhibit A, Part 1, “Statement of Work”, Section 5, “Qualifications”, Subsection c., “Job Coaching Services”, Section (1)(b)** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:

- (b) DHS VR EOPH or DHS approved EOPH Equivalent Training Job Developer Orientation Training (JDOT) or VR approved Job Developer Training Equivalent; or;
- q. **Exhibit A, Part 1, “Statement of Work”, Section 5., “Qualifications”, Subsection c., “Job Coaching Services”, Section (6)** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- (6) In accordance with ORS 409.050 DHS Vocational Rehabilitation has adopted requirements under OAR 411.345.0030(3)(b)(B) to meet requirements set forth in Executive Order 15-01 and ensure all populations served by VR are provided services by equally skilled and highly qualified providers. Requirements are as follows:
- r. **Exhibit A, Part 1, “Statement of Work”, Section 6., “Additional Requirements”** to add a new **subsection g.** to read as follows:
- g. County shall use secured emails when sending confidential information to ensure the information is protected, following the DHS approved email encryption process approved by the DHS OIS department. This is a mandatory requirement to safeguard all protected class information for any DHS Participant.
- s. **Exhibit A, Part 2, “Payment and Financial Reporting”, Section 1., “Payment Provisions.”, Subsection a.** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- a. Payments will only be generated through the use of an Authorization For Purchase (AFP). AFPs will be generated by the VRC at the beginning of each step in the Job Placement process that includes a payment and at the initiation of each additional service. The County shall submit a copy of the AFP along with the invoice when requesting payment. **County shall submit invoice no later than 30 days after the rendering of the currently authorized services.**
- t. **Exhibit A, Part 2, “Payment and Financial Reporting”, Section 1., “Payment Provisions.”, Subsection c., Paragraph 2), “Additional Service Payments** to read as follows: language to be deleted or replaced is ~~struck through~~; new language is **underlined and bold**:
- 2) Additional Service Payments:
- Costs associated with providing Services (doing business) under this Agreement are the responsibility of the County. Achieved Milestones and payments made for additional services by DHS are the only payments that will be made for Job Placement Services.

Job Placement Services – Additional Services	Payment Amount
Direct Placement <u>Fee</u>	Placement Fee = \$2,000.00 <u>\$1,500.00</u> Retention Fee \$1,500.00
<u>Direct Placement Strategy Report Fee</u>	<u>Report Flat Fee=\$500.00</u>
Job Coaching	\$40.00 per hour
On the Job Training Set Up <u>Reserved</u>	Flat Fee = \$750.00 <u>Reserved</u>
Community Based Work Assessment	Flat Fee = \$1,100.00
Targeted Vocational Assessment	Flat Fee = \$300.00 <u>\$450.00</u>
Trial Work Experience	Flat Fee = \$1,100.00
Career Exploration	To Be Negotiated
<u>Job Search Assistance</u>	<u>To Be Negotiated</u>

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, County shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes

(or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- c. The information shown in County Data and Certification, of original Agreement or as amended is County's true, accurate and correct information;
- d. To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- e. County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- f. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Employer Identification Number (FEIN) provided to DHS is true and accurate. If this information changes, County is required to provide DHS with the new FEIN within 10 days.

5. Signatures.

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

Clackamas County acting by and through its Department of Health, Housing and Human Services Health Centers Division

By:

_____	Richard Swift
Authorized Signature	Printed Name
Director - Health, Housing & Human Services	_____
Title	Date

State of Oregon acting by and through its Department of Human Services

By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

Approved for Legal Sufficiency:

Jeff Wahl Senior Assistant Attorney General, approval via email on 9/7/2018

_____	_____
Department of Justice	Date