

AGENDA

Thursday, June 20, 2019 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2019-58

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY PRESENTATION

1. Housing Authority Role in Hillside Manor Public Housing Fire - Impacts and Recovery (Jill Smith, Director)

II. HOUSING AUTHORITY CONSENT AGENDA

1. Resolution 1938 Approving the Housing Authority of Clackamas County's Fiscal Year 2019-2020 Budget
2. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2019

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

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

1. Resolution No. _____ for a Clackamas County Supplemental Budget, Greater than 10% and Budget Reduction for Fiscal Year 2018-2019 (Jennifer Chambers, Budget Manager)

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

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County – *Public Health*

2. Approval of an Intergovernmental Agreement with the Gladstone School District No.115 for a New Dental Pediatric Clinic – *Health Centers*
3. Approval for Amendment No. 6 to a Revenue Agreement with Health Share of Oregon for Behavioral Health Services to Members Enrolled with Oregon Health Plan (OHP) – *Health Centers*
4. Approval of an Intergovernmental Facility Use Agreement with the Oregon Trail School District No.46 for the Sandy Clinic – *Health Centers*
5. Approval of Local Grant Agreement with Clackamas Women’s Services for Shelter, Advocacy and Crisis Domestic Violence Services – *Children, Youth & Community Connections*
6. Approval of Local Grant Agreement with the Children’s Center for Child Abuse Medical Assessments – *Children, Youth & Community Connections*
7. Approval of an Amendment with LifeWorks Northwest for Relief Nursery Services – *Children, Youth & Community Connections*
8. Approval of an Amendment No. 1 with Northwest Family Services for Student Resource Coordination (SRC) – *Children, Youth & Community Connections*
9. Approval of Amendment No. 1 to Agency Services Contract with Central City Concern –*Administration*
10. Approval of Intergovernmental Agreement No. 159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs – *Behavioral Health*
11. Approval of a Personal Services Contract with Addus Healthcare, Inc. d/b/a Addus Homecare for Oregon Project for Independence In-home Care Services - *Procurement*
12. Approval of Contract with 22nd Century Technologies, Inc., AB Staffing Solutions LLC., and Infojini Inc. to Provide Medical Staffing Services - *Procurement*

B. Department of Transportation & Development

1. Board Order No. _____ Approving the Solid Waste Management Fee Adjustments
2. Approval of a Contract with Eagle-Elsner, Inc. for the Wilsonville Road Paving Package - *Procurement*

C. Finance Department

1. Resolution No. _____ for a Clackamas County Supplemental Budget, Less than 10 % for Fiscal Year 2018-2019
1. Resolution No. _____ for a Clackamas County Transfer of Appropriations for Fiscal Year 2018-2019

D. Community Corrections

1. Approval to Apply for a Grant Award between Oregon Department of Justice, Crime Victim and Survivor Services Division and Clackamas County to Extend and Enhance Direct Services to Victims of Crime

E. Juvenile Department

1. Approval of an Amendment to the Intergovernmental Agreement No. DCJ-IGA-R-10721-2019 (formerly Contract No. 0607133 Amendment No. 9) with Multnomah County for Detention Beds for Youth
2. Approval of Amendment No. 7 to the Intergovernmental Agreement with Multnomah County for Assessment and Evaluation Beds for Youth

F. Department of Human Resources

1. Approval of the Labor Contract between Clackamas County and AFSCME Central Communications (AFSCME C-Com)

VI. NORTH CLACKAMAS PARKS & RECREATION DISTRICT

1. Approval of an Intergovernmental Agreement with the City of Milwaukie for Creation of a Framework Plan for Dogwood Park

VII. DEVELOPMENT AGENCY

1. Approval of a Contract with Harper Houf Peterson Righellis, Inc. for Design of the D Street Project – *Procurement*

VIII. WATER ENVIRONMENT SERVICES

1. Approval of a Public Improvement Contract between Water Environment Services and Stellar J Corporation for the 82nd Drive Pipe/Pedestrian Bridge Improvements - *Procurement*

IX. COUNTY ADMINISTRATOR UPDATE

X. COMMISSIONERS COMMUNICATION

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

COPY

June 20, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Housing Authority's role in Hillside Manor public housing fire impacts and recovery

Purpose/Outcome	To recognize County staff and community partners who contributed to the safety and well-being of the residents and resiliency of the public housing property in Milwaukie.
Fiscal Impact	N/A
Funding Source	N/A
Duration	February 6, 2019
Previous Action	None
Counsel Review	N/A
Strategic Plan Alliance	<ol style="list-style-type: none"> 1. Build public trust through good government 2. Ensure safe, healthy and secure communities
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests recognition for the County staff and community partners who contributed to the safety and well-being of the residents and resiliency of the Public Housing property in Milwaukie.

On February 6th at approximately 9:30 a.m., a fire alarm alerted Clackamas County Fire District #1 to a fire that started on the third floor of the Housing Authority's nine-story Hillside Manor public housing apartment building in Milwaukie. The sprinkler system immediately flooded the 3rd floor and the west wing of the 2nd floor, with firefighters arriving within minutes.

Housing Authority staff quickly mobilized to push the water from the building, while the fire crew extinguished the fire and went door-to-door throughout the entire building to ensure everyone's safety.

Additional help came from a group of Hillside Manor residents who had established a safety team that quickly put on their yellow safety jackets to assist staff with escorting their fellow residents to a nearby community building. Staff provided snacks and refreshments, plus helped all 18 affected residents gather their belongings. Staff then contacted the smoke and fire damage restoration company to stabilize the area.

Chuck Robbins called and reserved blocks of rooms at two hotels for the displaced residents. Housing Authority managers, maintenance, and all available staff came to help residents gather their belongings and arrange for Clackamas County Social Services staff to provide a van for transporting those residents to hotels. Transportation was also available for the residents who were able to stay with relatives. This was all accomplished by 5:30 p.m. on the same day.

As residents arrived to the hotel, staff provided them with gift cards so they could purchase food, while Clackamas County's Behavioral Health Division had Trauma Intervention Portland offer psychological first aid to those impacted. Behavioral Health also had its Crisis Team reach out to many tenants who were emotionally distressed and offered Peer Support Specialists if needed.

Thankfully, none of our residents were injured, although one pet's life was unfortunately lost to the fire. The restoration company was able to get the units dried out and repaired quickly so that displaced

residents could return within a week to 10 days.

RECOMMENDATION

The Housing Authority of Clackamas County wishes to honor our dedicated staff and the resilient public housing community whose quick response and teamwork helped to ensure the health, safety and well-being of our residents affected by the recent fire at Hillside Manor in Milwaukie.

I would like to recognize Housing Authority staff for their assistance during the fire:

- Allison Coe – Hillside Property Manager
- Hillary Merritt – Hillside Occupancy Specialist
- Thomas Williams – Hillside Maintenance Coordinator
- Gene Shein – Hillside Maintenance Specialist
- Jack Bair – Hillside Maintenance Assistant
- Don Miller – Clackamas Heights Maintenance Coordinator
- Preston Ciupryk – Clackamas Heights Maintenance Specialist
- Nick Johnson - Clackamas Heights Maintenance Specialist
- Sonja Souder – Clackamas Heights Property Manager
- Jemila Hart – Human Services Coordinator
- Amy Brinkley – Resident Services Assistant
- Roy Wheeler – Resident Services Intern
- Chuck Robbins – Executive Director
- Jill Smith – Deputy Director H3S
- Rich Malloy – Asset Manager

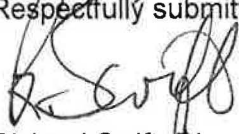
Special thanks to those who serve on the Hillside Manor Safety Team:

- Ann Leenstra
- Donna Ryan
- Ali Zumwalt
- Collin Kendrick
- Nellie Allbee
- Cathy Haase
- Jesse Lewis
- Alan Ronnfeldt
- Marge Lockhart
- Julie Leek
- Glenda Lyle

Additional thanks to:

- Clackamas County's Social Services and Behavioral Health Divisions
- The Red Cross
- Taxi services
- Contractors
- And, our local firefighters

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

COPY

June 20, 2019

Housing Authority Board of Commissioners
 Clackamas County

Members of the Board:

**Resolution 1938 Approving the Housing Authority of Clackamas County's
Fiscal Year 2019/2020 Budget**

Purpose/Outcomes	Approval of the Housing Authority 2019-2020 budget, and approval to submit to the U.S. Department of Housing and Urban Development
Dollar Amount and Fiscal Impact	\$22,984,415
Funding Source	U.S. Department of Housing and Urban Development
Duration	July 1st 2019 - June 30th 2020
Previous Board Action	The previous Fiscal Year Housing Authority Budget was approved on June 21st, 2018 by the Housing Authority Board of Directors.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval of its FY 2019/2020 Agency-Wide Budget and approval of Resolution 1938 which allows the Housing Authority to submit its budget to the U.S. Department of Housing and Urban Development.

As required by the U.S. Department of Housing and Urban Development (HUD), the Low Rent Public Housing budget is allocated by project. HACC has a total of five Public Housing projects. HUD requires that the Public Housing Budget have its own Board Resolution and Board certification.

The HACC 2019/2020 Agency-Wide budget meets the requirements set forth in HUD's Financial Management Handbook for Public Housing Authorities. The Budget is organized by HACC's six functions:

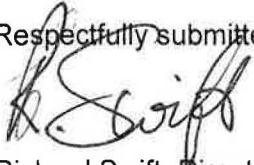
- Low Rent Public Housing (referred to as LRPH in the budget document)
- Development
- Central Office (Administration)
- Section 8 Housing Choice Voucher Program (referred as Vouchers in the budget document)
- Programmatic Grants (referred to as Grants in the budget document)
- Local Projects (affordable and special needs housing, not including low rent Public Housing)

The proposed budget of \$25,404,625 is for fiscal year 2019-2020 (July 1, 2019-June 30, 2020). The total operating deficit for this year is projected to be <\$18,036>. These deficits will be offset from local projects, Development Fees, and Easton Ridge.

RECOMENDATION:

HACC recommends the approval of both Resolution 1938 adopting HACC's 2019/2020 Public Housing Budget; and the Agency-wide 2019/2020 Budget. Furthermore, HACC recommends approval for the Chair to sign HUD form 52574 and HACC's Board Resolution Approving the Operating Budget.

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Attachments: Resolution 1938
Housing Authority Fund Narrative
Housing Authority Organizational Chart
HACC FY 2019/2020 Agency Wide Budget
HACC FY 2019/2020 Public Housing by Project Budget
HACC FY Budget Graph
HUD form 52574

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

In the Matter of Approving the
Housing Authority's 2019-2020
Public Housing Operating Budget
by Project



Resolution No. 1938
Page 1 of 1

Whereas, the Housing Authority Board of Commissioners has reviewed the Public Housing Operating Budget by Project for Fiscal Year ending June 30, 2020 and

WHEREAS, they certify that all regulatory and statutory requirements have been met and that the Housing Authority has sufficient operating reserves to meet the working capital needs of its developments, that the budget expenditures are necessary in the efficient and economical operation of its housing for the purposes of serving low-income residents, and

WHEREAS, the budget indicates a source of funds adequate to cover all proposed expenditures, and

WHEREAS, the calculation of eligibility for federal funding is in accordance with the provisions of the regulations and that all proposed rental charges and expenditures will be consistent with provisions of the law, and

WHEREAS, the Housing Authority will comply with the wage requirements under 24 CFR 968.11 (e) or (f) or 24 CFR 905.120 (c) and (d), and

WHEREAS, the Housing Authority will comply with requirements for the reexamination of family income and composition,

NOW THEREFORE, BE IT RESOLVED that the Housing Authority of Clackamas County, Oregon Public Housing Operating Budget by Project is hereby approved for submittal to the U.S. Department of Housing and Urban Development.

Motion was made by _____ and seconded by _____

DATED this 20 day of June, 2019

**BOARD OF COUNTY COMMISSIONERS OF THE
HOUSING AUTHORITY OF CLACKAMAS COUNTY, OREGON**

Chair

Recording Secretary

PHA Board Resolution
Approving Operating Budget

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County PHA Code: OR001

PHA Fiscal Year Beginning: 7/1/2019 Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on: 06/20/2019
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Jim Bernard	Signature:	Date:
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CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS
Sitting/Acting as:
Board of Commissioners of the Housing Authority of Clackamas County

Study Session Worksheet

Presentation Date: 6/11/2019 **Approx Start Time:** 3:30 PM **Approx Length:** 30 Minutes

Presentation Title: HACC FY 2019-2020 Budget

Department: H3S/Housing Authority of Clackamas County (HACC)

Presenters: Richard Swift, Jill Smith

Other Invitees: Jason Kirkpatrick, Housing Authority Deputy Director - Finance

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

We are seeking review of the Housing Authority 2019-2020 budget with a recommendation to approve it at the HACC Board of Commissioner's June 20th business meeting. Once approved, the budget will be submitted to the U.S. Department of Housing and Urban Development.

EXECUTIVE SUMMARY:

Background:

The Housing Authority of Clackamas County (HACC) is a municipal corporation established under ORS Chapter 456, and is considered a component unit of Clackamas County. HACC receives approximately Ninety percent (90%) of its funding from the U.S. Department of Housing and Urban Development (HUD). HUD rules and regulations are the dominant driver of HACC operations. Each year, HACC is required to submit an annual budget to HUD for review and approval.

As stated in HACC's bylaws, the five elected County Commissioners and one housing program participant constitute the HACC Board of Commissioners (6 members). Review and approval of the HACC Public Housing budget by the HACC Board of Commissioners is required by HUD.

FINANCIAL IMPLICATIONS (current year and ongoing):

Is this item in your current budget? YES NO

The proposed budget of \$25,404,625 is for fiscal year 2019-2020 (July 1, 2019-June 30, 2020). The total operating deficit for this year is projected to be <\$18,036>. These deficits will be offset from local projects, Development Fees, and Easton Ridge.

What is the funding source?

U.S Department of Housing and Urban Development

STRATEGIC PLAN ALIGNMENT:

- How does this item align with your Department's Strategic Business Plan goals?
 - Sustainable and Affordable Housing

- Efficient & effective services
- How does this item align with the County's Performance Clackamas goals?
 - Public trust through good government
 - Ensure safe, healthy and secure communities

LEGAL/POLICY REQUIREMENTS:

HUD requires that the Public Housing budget be approved by the HACC Board prior to submitting the budget to HUD for their approval.

PUBLIC/GOVERNMENTAL PARTICIPATION:

HUD does not require a public process however the budget must be approved by the HACC Board at a public business meeting.

OPTIONS:

- A. Review and approve the budget as proposed.
- B. Review the proposed budget, direct changes to the budget, and approve the revised budget.

RECOMMENDATION:

We recommend that the HACC Board of Commissioner review the proposed budget and formally approve it at the June 20th, 2019 Housing Authority Board of Commissioners meeting as a consent agenda item.

Respectfully submitted,

Richard Swift
 Director, Health, Housing, and Human Services

ATTACHMENTS:

- Housing Authority Fund Narrative
- Housing Authority Organizational Chart
- HACC FY 2019/2020 Agency Wide Budget
- HACC FY 2019/2020 Public Housing by Project Budget
- HACC FY Budget Graph
- HUD form 52574

SUBMITTED BY:

Division Director/Head Approval _____
 Department Director/Head Approval _____
 County Administrator Approval _____

For information on this issue or copies of attachments, please contact Jill Smith @ 503-742-5336

Description of Fund

The Housing Authority provides affordable and safe housing to low income residents by owning and managing a portfolio of approximately 900 units, and by administering the Housing Choice Voucher program (1,752 vouchers).

Many clients are elderly or disabled, or former victims of domestic violence who are now single women-head of household with children. There are six (6) budget activities: Low Rent Public Housing (operation of 545 public housing units); Housing Choice Vouchers (administration of the voucher program and pass through rent assistance); Local Projects (operation of 355 other affordable and special needs housing units); Central Office (administration and finance); Housing Development (creating new housing or preserving existing units); and Grants (Capital Fund and Resident Self-Sufficiency).

Revenue Summary

Ninety percent (90%) of revenues are Federal funds, allocation from Congress through the U.S. Department of Housing and Urban Development (HUD) in the following form: Public Housing Operating Subsidy for the operations of public housing; Capital Fund Grant for major physical repairs of public housing; Voucher Admin Fee for the administration of the voucher program; Housing Assistance Payment for pass through rent assistance to landlords; and Grants for Family Self-Sufficiency and Resident Services. The total amount is \$25,386,589. While this is a 9.9% increase over last year's budget the majority of the increase is from projected revenues generated from an increase in funding from HUD and development. This is a reflection of HUD's view on the need for housing.

Of that total, other non-federal earned revenue includes: Local Projects housing portfolio totaling \$706,082 and Development \$1,711,848. County estimated contributions of \$90,960 and \$150,000 to the Local Projects and Development, respectively, are additional sources of non-federal funds.

Expenditure Summary

Total expenditures are estimated to be \$25,404,625. The total operating deficit for this fiscal year is projected to be <\$18,036>. Vouchers and Central Office (Administration) are budgeted to lose <\$820,308> which is offset in total by Public Housing, Local Projects, and Development which show a combined surplus of \$802,272. Public Housing is budgeted to end the year with an operating surplus of \$125,324. The remaining amount to balance the funds is cash from Easton Ridge.

We continue to work diligently to identify and implement opportunities to reduce program delivery costs and streamline operations in program areas where expenditures exceed revenue.

Significant Issues & Changes

HUD funding dramatically impacts HACC's budget. An example is the Voucher Program which continues to receive from HUD a proration of approximately 80% of allowable administrative fees. HACC has reduced Voucher frontline FTE's in past budgets in response to these cuts. This has resulted in an increased workload of about 120% of the industry standard for Section 8 administration.

Although we still have cash available from Easton Ridge, development fees have been distributed except for an amount reserved by OHCS. HACC is working with our property manager to have these remaining funds released. We expect to receive approximately \$530,000 once all OHCS requirements have been met. Until the Home loan of \$860,000 is paid off, which is expected to take approximately 3 years, there will not be any additional cash flow available from Easton Ridge.

Low Rent Public Housing (LRPH)

Three Property Managers are responsible for management of 545 units of federally subsidized public housing in five Asset Management Property groupings. Each property manager is responsible for a portfolio of housing ranging from 200 to 213 units. To support the operations of the housing, each Property Manager has a staff of maintenance personnel and administrative support. Staff performs wait list management, unit leasing of new residents, grounds and unit maintenance, oversight of landlord/tenant issues, provision of resident services, and annual recertification of resident income per HUD guidelines to maintain housing eligibility.

Voucher Program

The Voucher staff oversees the issuance of 1,752 rent subsidy vouchers for eligible clients to use in the rental of housing from private landlords who participate in the voucher program. To support this activity, staff manages waiting list and preferences, performs on-site rental inspections to meet housing quality requirements, issues vouchers to clients once eligibility requirements are met, responds to landlord/client issues, and recertifies each resident's income annually per HUD guidelines to maintain housing eligibility.

Local Projects

Local Projects includes HACC owned housing units that are self-managed or third-party managed that are not part of the Public Housing portfolio. Third-party managed units include Arbor Terrace in Molalla and Easton Ridge in Clackamas, managed by M.L.K. Property Management and Quantum Property Management, respectively. Self-managed units include 11 units of family affordable housing and 55 units of special needs housing either managed by HACC or leased to the County or to a third-party service provider.

Resident Services

Resident Services programs promote the development of local strategies to assess the needs of Public Housing and Section 8 residents and then coordinate available resources in the community to meet those needs.

These services enable participating families to increase earned income, reduce or eliminate the need for welfare assistance, and make progress toward achieving economic independence and housing self-sufficiency. For elderly or disabled residents, the program helps improve living conditions and enable residents to age-in-place. For low-income families the program provides opportunities for education, job training, counseling and other forms of social service assistance.

HACC received HUD grants for Resident Services in both major programs. In Public Housing this is the Resident Opportunities and Self Sufficiency (ROSS) Grant Program. In Section 8, it's the Family Self-Sufficiency (FSS) Program. The total budget for both grants annually is \$181,286.

Development

HACC has added a Director of Development to oversee all of the development activities that involve HACC funding or impact HACC properties. The Director of Development works with the Development staff to manage projects, explore new developments, and facilitate the planning and pre-development meetings associated with the potential sale and/or redevelopment of HACC Public Housing properties.

Central Office

The Central Office oversees the administrative operations of the agency. Functions include the Executive Director who provides general oversight; the Housing Asset Manager, who oversees Low Rent Public Housing (LRPH), Local Project, and Tax Credit property, the Deputy Director-Finance who oversees HACC's finances and financial reporting requirements, and the Administrative Services Supervisor who oversees office staff and is responsible for administering special HACC projects and activities.

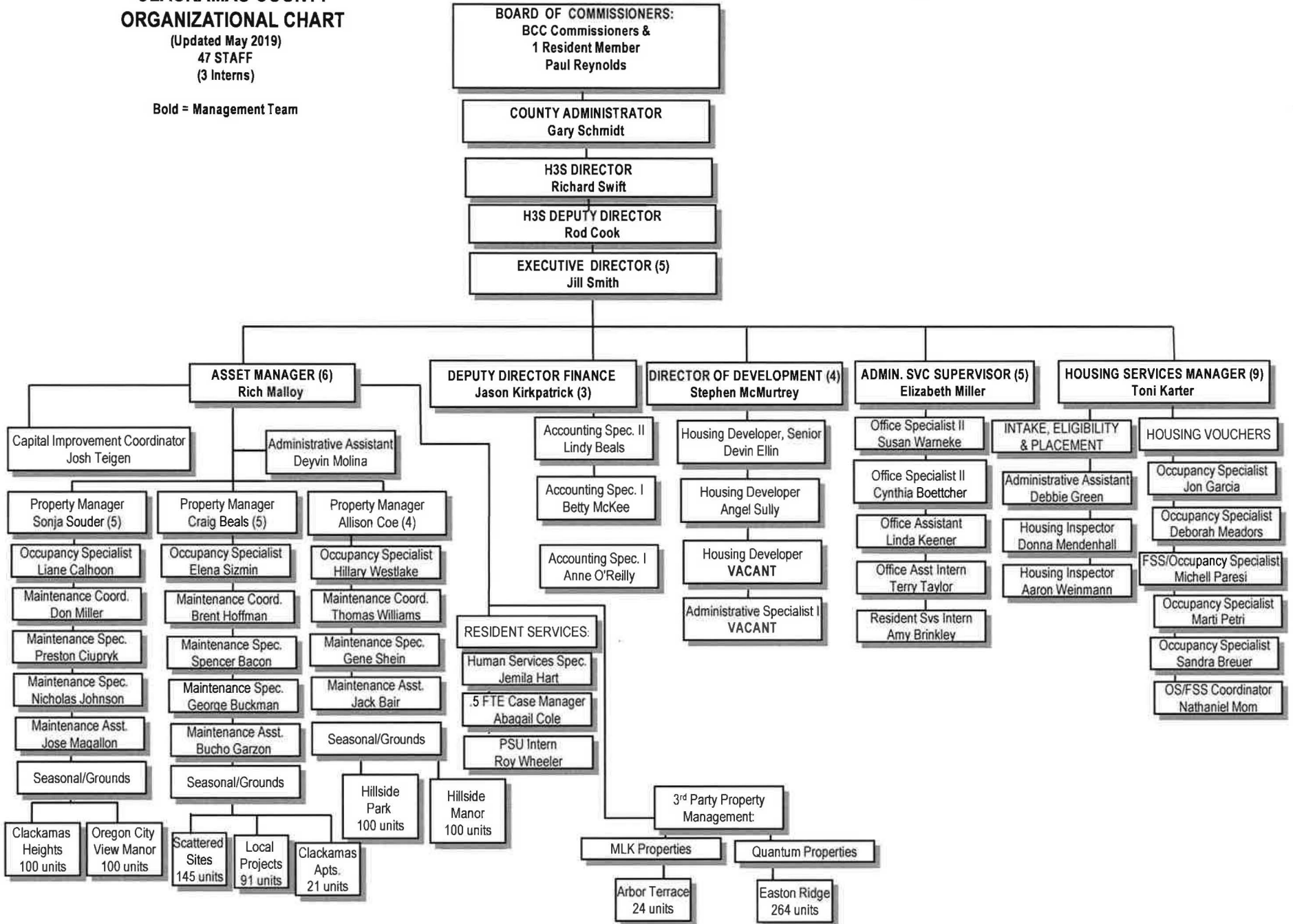
Grants

HUD provides an annual Low Rent Public Housing Capital Fund grant for the renovation and modernization of public housing. HUD also provides a grant for permanent supportive housing, called Shelter Plus-Care, for disabled homeless residents coming off the Coordinated Housing Assessment waitlist. Included in the Grants category for the first time this year are \$189,925 in PLP funds for case management and peer support services for residents in public housing.

HOUSING AUTHORITY OF CLACKAMAS COUNTY ORGANIZATIONAL CHART

(Updated May 2019)
47 STAFF
(3 Interns)

Bold = Management Team



Housing Authority of Clackamas County
All Programs Budget
Fiscal Year 2019/2020

	Public Housing	Housing Vouchers	Local Projects	Central Office	Development	Grants	FY20 Total	FY 2019 6/30/2019 Budget	FY 2018 6/30/2018 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
Revenue:											
Dwelling rent	1,794,000		589,065				2,383,065	2,223,249	1,896,896	159,816	7.19%
Vacancy loss	(53,300)		(10,143)				(63,443)	(47,202)	(58,140)	(16,241)	34.41%
Other tenant income	155,600	17,490	5,700				178,790	160,082	128,603	18,708	11.69%
Operating subsidy	2,079,974	1,141,900		122,559		149,559	3,493,992	3,683,350	3,289,044	(189,358)	-5.14%
Housing assistance payments		14,747,033					15,192,953	14,404,534	12,214,586	788,419	5.47%
Mgmt fees				468,206			468,206	455,626	453,705	12,580	2.76%
Interest income	550	-	20,000	-			20,550	20,931	23,295	(381)	-1.82%
County contribution			90,960	-	150,000	-	240,960	271,971	90,960	(31,011)	-11.40%
Grant revenue	245,120	99,286			270,000	1,554,762	2,169,168	1,147,105	888,423	1,022,063	89.10%
Other/In-kind	-		10,500	-	1,291,848	-	1,302,348	769,293	693,862	533,055	69.29%
TOTAL REVENUE	4,221,944	16,005,709	706,082	590,765	1,711,848	2,150,241	25,386,589	23,088,939	19,621,234	2,297,650	9.95%
ADMINISTRATIVE EXPENSE:											
Salaries	453,469	645,405	54,867	590,851	379,125	8,654	2,132,370	1,918,999	1,701,019	213,371	11.12%
Employee benefits	296,721	448,657	31,451	357,627	199,600	5,698	1,339,754	1,108,321	1,007,673	231,433	20.88%
Legal fees	18,700	6,500	700	2,100	5,000		33,000	28,817	29,896	4,183	14.52%
Staff training/travel	22,500	7,700	500	6,000	10,000	-	46,700	35,135	22,685	11,565	32.92%
Auditing fees	23,533	14,260	932	6,617	932		46,274	45,534	44,400	740	1.62%
Other administrative expenses	224,137	246,767	119,753	231,041	757,667	-	1,579,364	1,313,266	1,223,059	266,098	20.26%
Management fee expense	468,206	-	-	-	-	-	468,206	455,626	453,708	12,580	2.76%
TOTAL ADMINISTRATIVE	1,507,266	1,369,289	208,203	1,194,235	1,352,324	14,352	5,645,668	4,905,698	4,482,440	739,970	25.95%
TENANT SERVICES:											
Salaries	16,976	52,282				41,562	110,820	111,800	108,016	(980)	-0.88%
Benefits	12,507	25,544				30,622	68,673	78,031	75,060	(9,358)	-11.99%
Other	13,800	-				36,816	50,616	70,227	31,000	(19,611)	-27.93%
TOTAL TENANT SERVICES	43,284	77,825	-	-	-	109,000	230,109	260,058	214,076	(29,949)	7.49%
UTILITIES:											
Water	194,700		9,385				204,085	182,554	171,689	21,531	11.79%
Sewer	432,400		33,379				465,779	428,064	413,170	37,715	8.81%
Electricity	95,100		12,400	9,900			117,400	106,701	119,090	10,699	10.03%
Gas	23,900			2,400			26,300	25,991	33,871	309	1.19%
TOTAL UTILITIES	746,100	-	55,163	12,300	-	-	813,563	743,310	737,820	70,253	10.27%

Housing Authority of Clackamas County
 All Programs Budget
 Fiscal Year 2019/2020

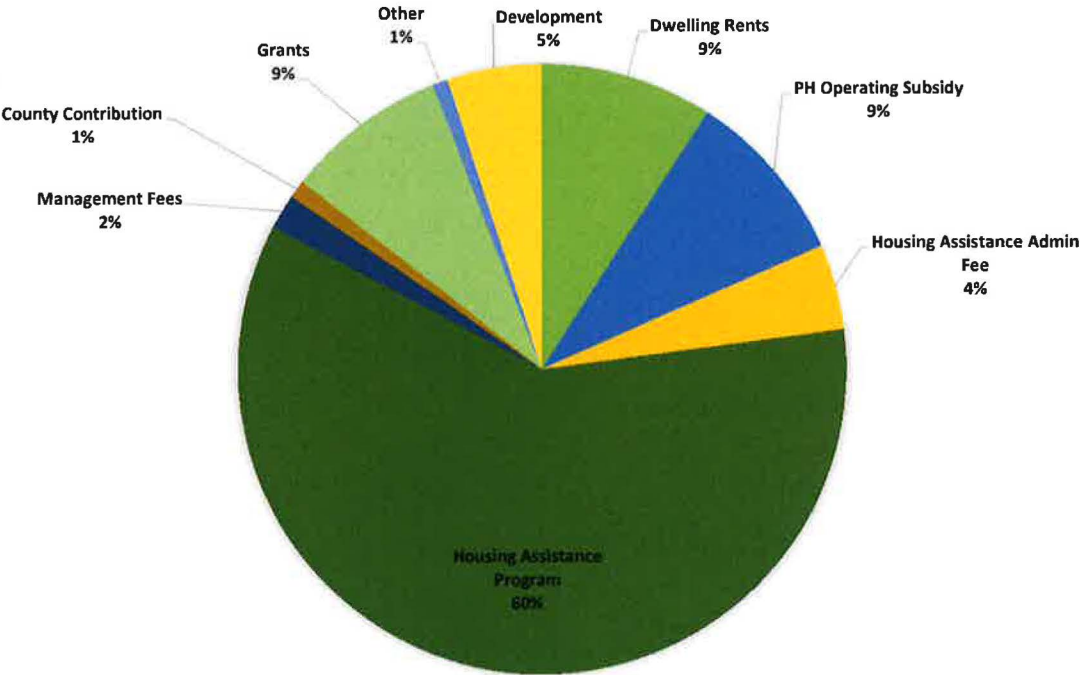
	Public Housing	Housing Vouchers	Local Projects	Central Office	Development	Grants	FY20 Total	FY 2019 6/30/2019 Budget	FY 2018 6/30/2018 Budget	\$ Change from Prior Year Budget	% Change from Prior Year Budget
MAINTENANCE:											
Labor	653,956		32,812	-		-	686,769	675,797	686,305	10,972	1.62%
Benefits	451,814		25,786	-		-	477,600	462,281	458,931	15,319	3.31%
Materials	161,100		10,100	-		-	171,200	149,416	158,799	21,784	14.58%
Garbage contracts	155,600		2,200	-		-	157,800	160,707	154,597	(2,907)	-1.81%
Other contracts	182,800	-	28,244	6,600		-	217,644	268,991	261,902	(51,347)	-19.09%
TOTAL MAINTENANCE	1,605,270	-	99,143	6,600		-	1,711,013	1,717,192	1,720,534	(6,179)	-0.55%
GENERAL EXPENSES:											
Insurance	90,090	6,800	11,550	2,700		-	111,140	96,290	102,433	14,850	15.42%
Payment in Lieu of Taxes	104,610						104,610	71,500	71,500	33,110	46.31%
TOTAL GENERAL EXPENSES	194,700	6,800	11,550	2,700	-	-	215,750	167,790	173,933	47,960	24.04%
OTHER EXPENSES:											
Housing Assistance Payments		14,747,033				445,920	15,192,953	14,404,534	12,214,586	788,419	5.47%
Mortgage Payments			14,600			-	14,600	51,288	51,288	(36,688)	-71.53%
Grant Expense (Dispo.)											
Supp Svcs, in-kind, child care						189,925	189,925			189,925	
Central office						122,559	122,559	159,641	160,036	(37,082)	-23.23%
Capital Expenditures						1,268,485	1,268,485	574,904	593,904	693,581	120.64%
TOTAL OTHER EXPENSES	-	14,747,033	14,600	-	-	2,026,889	16,788,522	15,190,367	13,019,814	1,598,155	28.95%
TOTAL EXPENSES	4,096,620	16,200,947	388,659	1,215,835	1,352,324	2,150,241	25,404,625	22,984,415	20,348,617	2,420,210	24.85%
OPERATING SURPLUS (DEFICIT)	125,324	(195,238)	317,423	(625,070)	359,524	0	(18,036)				
OPERATING SURPLUS (DEFICIT)	125,324	(195,238)	317,423	(625,070)	359,524	0	(18,036)	104,524	(727,383)	709,347	-97.52%
TRANSFERS								350,000	350,000		0.00%
Easton Ridge				350,000			350,000				
Development				152,885	(152,885)						
Local Projects		195,238	(317,423)	122,185							
OPERATING SURPLUS (DEFICIT) AFTER CASH TRANSFERS	125,324	0	0	(0)	206,639	0	331,964	454,524	(377,383)		
Estimated Change in Fund Balance/Cash											
Public Housing	125,324						125,324				
Development					206,639		206,639				
Local Project Fund		0	0	(0)		0	0				
Budgeted Balance	-	-	-	-	-	-	-				

Housing Authority of Clackamas County
Public Housing Budget

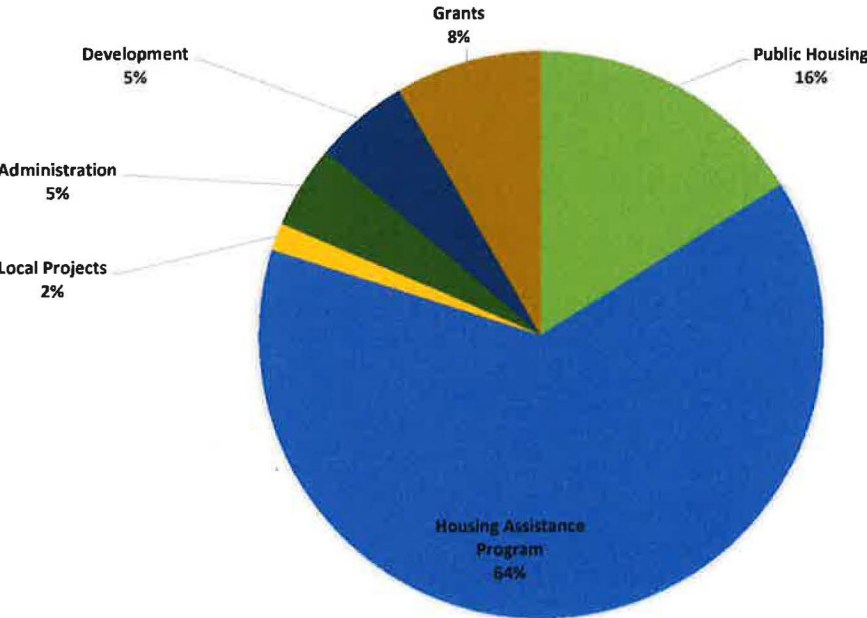
	Clackamas Heights (501)	Scattered Sites (502)	Hillside Park (503)	OCVM (504)	Hillside Manor (505)	Public Housing FY20 Total
INCOME:						
Dwelling rent	312,300	688,300	261,600	218,300	313,500	1,794,000
Vacancy loss (3%)	(7,000)	(10,000)	(6,600)	(19,700)	(10,000)	(53,300)
Other tenant income	18,500	39,900	23,700	29,500	44,000	155,600
Operating subsidy	439,964	509,808	345,818	474,363	310,021	2,079,974
Interest income	50	300	100	50	50	550
Grant revenue	44,608	65,335	45,059	45,059	45,059	245,120
Other/Inkind	-	-	-	-	-	-
TOTAL REVENUE	808,422	1,293,643	669,677	747,572	702,630	4,221,944
ADMINISTRATIVE EXPENSE:						
Salaries	78,084	140,773	77,870	78,873	77,870	453,469
Employee benefits	50,407	97,759	48,819	50,916	48,819	296,721
Legal fees	1,700	5,000	2,000	5,000	5,000	18,700
Staff training/travel	4,500	4,500	4,500	4,500	4,500	22,500
Auditing fees	4,427	6,943	3,868	4,427	3,868	23,533
Other administrative expenses	45,171	56,068	36,907	35,436	50,555	224,137
Management fee expense	85,759	125,351	85,894	84,885	86,317	468,206
TOTAL ADMINISTRATIVE	270,048	436,395	259,858	264,037	276,929	1,507,266
TENANT SERVICES:						
Salaries	3,114	4,519	3,114	3,114	3,114	16,976
Benefits	2,294	3,330	2,294	2,294	2,294	12,507
Other	3,400	2,200	2,500	3,400	2,300	13,800
TOTAL TENANT SERVICES	8,809	10,049	7,909	8,809	7,709	43,284
UTILITIES:						
Water	39,200	66,900	28,700	38,000	21,900	194,700
Sewer	101,400	105,500	51,000	104,700	69,800	432,400
Electricity	9,100	2,300	5,700	6,500	71,500	95,100
Gas	1,100	700	900	900	20,300	23,900
TOTAL UTILITIES	150,800	175,400	86,300	150,100	183,500	746,100
MAINTENANCE:						
Labor	120,988	223,653	93,553	122,210	93,553	653,956
Benefits	69,994	170,576	70,272	70,701	70,272	451,814
Materials	19,900	72,200	17,600	35,200	16,200	161,100
Garbage contracts	31,200	59,300	28,700	28,100	8,300	155,600
Other contracts	27,600	61,600	16,500	25,400	51,700	182,800
TOTAL MAINTENANCE	269,681	587,329	226,625	281,610	240,025	1,605,270
GENERAL EXPENSES:						
Insurance	13,390	23,100	14,800	16,900	21,900	90,090
Payment in Lieu of Taxes	16,239	51,020	17,475	6,859	13,017	104,610
TOTAL GENERAL EXPENSES	29,629	74,120	32,275	23,759	34,917	194,700
TOTAL EXPENSES	728,967	1,283,292	612,966	728,315	743,079	4,096,620
OPERATING SURPLUS (DEFICIT)	79,455	10,351	56,711	19,257	(40,449)	125,324

HACC 2019-2020 Budget

SOURCES OF FUNDING



EXPENSES



PHA Board Resolution
Approving Operating Budget

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing -
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average **10 minutes per response**, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Housing Authority of Clackamas County PHA Code: OR001

PHA Fiscal Year Beginning: 7/1/2019 Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on: 06/20/2019
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name: Jim Bernard	Signature:	Date:
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June 20, 2019

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of Fiscal Year 2019

Purpose/Outcomes	Approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2019
Dollar Amount and Fiscal Impact	\$31,788.72 in total collection losses.
Funding Source	N/A
Duration	April 1, 2019 – June 30, 2019
Previous Board Action	Third quarter collection losses were approved by the Housing Authority Board of Commissioners on March 28, 2019.
Strategic Plan Alignment	1. Efficient & effective services 2. Build Public Trust through good government
Counsel Review	N/A
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract No.	N/A

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to write off uncollectible rents, late charges and maintenance expenses for the fourth quarter of fiscal year 2019, from April 1, 2019 – June 30, 2019. The uncollectible amounts are detailed on the attached worksheets. The total amount proposed for transfer from Accounts Receivable to Collection Loss for the fourth quarter of fiscal year 2019 is \$31,788.72.

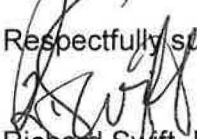
For Low Rent Public Housing, uncollectible amounts for the fourth quarter of fiscal year 2019 are \$24,381.26. For Local Project Fund, uncollectible amounts are \$5,414.85. For Clackamas Apartments, the uncollectible amounts are \$1,992.61. Of the total fourth quarter write offs, \$5,639.79 was for uncollected rents and \$26,148.93 was for maintenance repair charged to tenants, for repairs required to units before HACC could lease them to a new tenant.

As a business practice, HACC writes off debts after 90 days of collection efforts. Former residents in Public Housing that have debts that are written off continue to be tracked and are reported to a Federal Government database that prohibits their participation in any other Public Housing program nationally until such debt is paid.

RECOMMENDATION:

HACC recommends the approval to write off uncollectible rents, late charges and maintenance expenses and for the Executive Director to be authorized to approve the transfer of these accounts from Accounts Receivable to Collection Loss.

Respectfully submitted,



Richard Swift, Director

Health, Housing & Human Services



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Greater Than Ten Percent and Budget Reduction) for Fiscal Year 2018-2019

Purpose/Outcome	Supplemental budget change FY 2018-2019
Dollar Amount and Fiscal Impact	The effect is a decrease in appropriations of (\$12,505,443)
Funding Source	Federal Operating Grants, Charge for services and Other Financing Sources
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended December 6, 2018 and April 11, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

BACKGROUND:

Each fiscal year it is necessary to reduce allocations or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with ORS 294.471, which allows for governing body approval of supplemental budget changes for items ten percent or greater of the qualifying expenditures of the budget funds(s) being adjusted. The required notices have been published.

The County School Fund is recognizing additional US Forest Reserve funding and budgeting for payments to local governments.

The Property Resources recognizing higher than anticipated land sale proceeds and budgeting for tax distribution and appropriating the balance to the General Government category.

The Transportation System Development Charge Fund is adjusting their appropriation categories to better align with actual costs.

The Forest Management Fund recognizing lower than anticipated bond sales proceeds and adjusting appropriations accordingly.

The Capital Projects Reserve Fund is reducing its budget to better align with actual capital improvement work project completions and increasing reserves.

The effect of this Resolution is a decrease in appropriations of (\$12,505,443) including revenues as detailed below

Federal Operating Grants	\$ 155,557.
Charge for Services	(9,000,000.)
Other Financing Sources	<u>(3,661,000.)</u>
Total Recommended	<u>\$ (12,505,443.)</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers
Budget Manager

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

In the Matter of Providing
Authorization Regarding Adoption of a
Supplemental Budget for items
Greater Than 10 Percent of the Total
Qualifying Expenditures and Making
to Appropriations for Fiscal 2018-19



Resolution Order No. _____
Page 1 of 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on June 20, 2019.

WHEREAS; the funds being adjusted are:

- . County School Fund
- . Property Resources Fund
- . Countywide Transportation SDC Fund
- . Forest Management Fund
- . Capital Projects Reserve Fund,

It further appearing that it is in the best interest of the County to approve this greater than 10 percent change in appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.473, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 20th day of June, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 20, 2019

Recommended items by revenue source:

Federal Operating Grants	\$ 155,557
Charge for Services	(9,000,000)
Other Financing Sources	(3,661,000)
Total Recommended	<u>\$ (12,505,443)</u>

COUNTY SCHOOL FUND

Revenues:	
Federal Operating Grants	\$ 155,557
Total Revenue	<u>\$ 155,557</u>
Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 155,557
Total Expenditures	<u>\$ 155,557</u>

County School Fund is recognizing additional US Forest Reserve funding and budgeting for payments to local governments.

PROPERTY RESOURCES FUND

Revenues:	
Other Financing Sources	\$ 839,000
Total Revenue	<u>\$ 839,000</u>
Expenses:	
General Government	\$ 703,000
Not Allocated to Organizational Unit	
Special Payments	136,000
Total Expenditures	<u>\$ 839,000</u>

Property Resources recognizing higher than anticipated land sale proceeds and budgeting for tax distribution and appropriating the balance to the General Government category.

TRANSPORTATION SYSTEM DEVELOPMENT CHARGE FUND

Expenses:	
Not Allocated to Organizational Unit	
Special Payments	\$ 46,000
Contingency	(46,000)
Total Expenditures	<u>\$ -</u>

Transportation System Development Charge Fund is adjusting their appropriation categories to better align with actual costs.

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF GREATER THAN 10% OF BUDGET
June 20, 2019

FOREST MANAGEMENT FUND

Revenues:	
Other Financing Sources	\$ (4,500,000)
Total Revenue	<u>\$ (4,500,000)</u>
Expenses:	
Culture, Education and Recreation	\$ (4,500,000)
Total Expenditures	<u>\$ (4,500,000)</u>

Forest Management Fund recognizing lower than anticipated bond sales proceeds and adjusting appropriations accordingly.

CAPTIAL PROJECTS RESERVE FUND

Revenues:	
Charge for Services	\$ (9,000,000)
Total Revenue	<u>\$ (9,000,000)</u>
Expenses:	
Public Ways and Facilities	\$ (11,280,000)
Not Allocated to Organizational Unit Reserve	2,280,000
Total Expenditures	<u>\$ (9,000,000)</u>

Capital Projects Reserve Fund is reducing its budget to better align with actual capital improvement work project completions and increasing reserves.

June 20, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an 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	Represents the base funding for public health programs in Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$2,402,284.
Funding Source	Funding through the State. No County General Funds are involved.
Duration	Effective July 01, 2019 and terminates on June 30, 2021
Previous Board Action	The Board last reviewed and approved this agreement on June 22, 2017, Agenda item 062217-A3
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on June 10, 2019
Contact Person	Richard Swift, Public Health Director – (503) 655-8479
Contract No.	9329

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This renewal agreement represents the base funding for public health programs in Clackamas County. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, and Women’s, Infants, and Children (WIC) Program.

This contract is effective July 1, 2019 and continues through June 30, 2021.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

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.

AGREEMENT #159803

**2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2019-21 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, the Local Public Health Authority for Clackamas County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs;

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes;

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA;

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs;

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

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

AGREEMENT

1. Effective Date and Duration. This Agreement shall become effective on July 1, 2019 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2021.

2. Agreement Documents, Order of Precedence. This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A Definitions

Exhibit B Program Element Descriptions

Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms

Exhibit D Special Terms and Conditions

Exhibit E General Terms and Conditions

Exhibit F Standard Terms and Conditions

Exhibit G Required Federal Terms and Conditions

- Exhibit H Required Subcontract Provisions
- Exhibit I Subcontractor Insurance Requirements
- Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

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

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

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

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

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: _____
 Title: _____
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 31, 2019, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Derrick Clark (or designee)
 Title: Program Support Manager
 Date: _____

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with the
Gladstone School District No. 115 for a new Dental Pediatric Clinic

Purpose/Outcomes	Clackamas County Health Centers Division is overseeing the funding for construction of a new pediatric dental clinic owned by the Gladstone School District (GSD).
Dollar Amount and Fiscal Impact	Contract maximum value \$150,000. No County General Funds are involved. No matching funds required.
Funding Source	CareOregon
Duration	Effective upon signature and terminates on December 31, 2019.
Previous Board Action	No previous Board action.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on May 14, 2019.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9240

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement with Gladstone School District No. 115 for a new pediatric dental clinic.

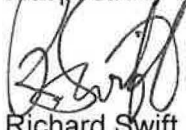
This agreement will allow CCHCD to provide the funding to the school district for the remodel/design of a new pediatric dental clinic located inside the Gladstone Center for Children and Families (GCCF) wherein CCHCD has been providing services since 2015. With the growing need for pediatric dental care, the CCHCD, CareOregon and GSD will be adding a new pediatric dental clinic through this partnership.

This IGA was approved by Gladstone School District's Board on June 4, 2019. No County General Funds are involved. The Intergovernmental Agreement is effective upon signature and will continue until December 31, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
HEALTH CENTERS DIVISION
AND
GLADSTONE SCHOOL DISTRICT NO. 115

#9240

I. Purpose

This agreement is entered into between Clackamas County, by and through its Department of Health, Housing and Human Services, Health Centers Division (CCHCD) and **GLADSTONE SCHOOL DISTRICT NO. 115** (GSD) for the cooperation of units of local government under the authority of ORS 190.010.

This agreement provides the basis for funding for the spatial build of leased office space for delivery of dental services inside the Gladstone Center for Children and Families (GCCF) owned by GSD for a new pediatric dental clinic.

II. Scope of Work and Cooperation

A. GSD agrees to:

1. GSD's CONTRACTOR and any subcontractors agree to clean up all construction materials associated with the project. A target completion would be desired before the school session beginning in 2019 but is all dependant upon construction completion. Efforts will be made to ensure that any hazards are appropriately mitigated to prevent harm to CCHCD staff and/or clients that enter the site, up to and including: fumes, debris, dust, etc. GSD will have oversight of CONTRACTOR's work.
2. GSD's CONTRACTOR will perform all work as outlined in Exhibit A – Budget Proposal.

B. CCHCD agrees to:

1. Provide funding for the construction of a new dental clinic in GCCF up to an including fees associated to the construction project that GSD's CONTRACTOR has omitted from Exhibit A, upon approval by CCHCD as set out in Section III. The new exam rooms will be open to patients upon completion of construction of GSD's CONTRACTOR and installation of dental equipment.

III. Compensation

- A. CCHCD shall compensate GSD for satisfactorily completing activities described in Section II, subsection A. above.
- B. The total payment to GSD shall not exceed **\$150,000.**
- C. GSD shall submit a final invoice for reimbursement upon project completion . The request may use any format approved by CCHCD, but should list work accomplished for which reimbursement is requested and supporting documentation. Requests for reimbursement shall be submitted to:

Clackamas County Health Centers Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045

or electronically to:

HealthCenterAP@clackamas.us

Within thirty (30) days after receipt of the bill, provided that the Program Manager, has approved the activities specified on the request for reimbursement, CCHCD shall pay the amount requested to the GSD.

IV. Liaison Responsibility

Samantha Nelson, Finance Director, will act as liaison from GSD for this project.
Selynn Edwards DMD, Dental Director, will act as liaison from CCHCD for this project.

V. Special Requirements

- A. CCHCD and GSD agree to comply with all applicable local, state and federal ordinances, statutes, laws and regulations, including Oregon Public Contract laws and all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), PL 104-191, 45 CFR Parts 160-164, as well as all applicable provisions in each party's Intergovernmental Agreement with the Oregon Health Authority.
- B. Within the limits of the Oregon Tort Claims Act, GSD agrees to protect and save CCHCD, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CCHCD's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of GSD, and/or its agents, employees, subcontractors, or representatives under this agreement.

Within the limits of the Oregon Tort Claims Act, and the Oregon Constitution Article XI, Section 10, CLACKAMAS COUNTY agrees to protect and save GSD, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising against CCHCD's employees on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of CCHCD, and/or its appointed officials, agents, employees, subcontractors, or representatives under this agreement.

- C. Access to Records. Each party to this agreement, as well as the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the other party to this agreement which are directly pertinent to the agreement for the purpose of making audit, examination, excerpts, and transcripts.
- D. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated

therefore. Any provisions herein that would conflict with law are deemed inoperative to that extent.

VI. Amendment

This agreement may be amended at any time with the concurrence of both parties. Any changes in the proposed budget or scope of work will be negotiated between the designated liaisons. Amendments become a part of this agreement only after the written amendment has been signed by both parties.

VII. Term of Agreement

This agreement becomes effective upon signature and is scheduled to terminate December 31, 2019.

This agreement is subject to termination by either of the parties when thirty (30) days' written notice has been provided.

This agreement consists of seven (7) sections plus the following Exhibits that by this reference are incorporated herein:

Exhibit A Budget Proposal

Gladstone School District No. 115
~~OREGON TRAIL SCHOOL DISTRICT NO. 46~~

Samantha D Nelson
Signature Authority Name

06/07/2019
Date

17789 Webster Rd
Street Address

Gladstone, OR 97027-1498
City / State / Zip

503-655-2777 / 1503-655-5201
Phone / Fax

CLACKAMAS COUNTY

Commissioner: Jim Bernard, Chair

Commissioner: Sonya Fischer

Commissioner: Ken Humberston

Commissioner: Paul Savas

Commissioner: Martha Schrader

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing, and Human Services

Date



EXHIBIT A

BnkConstruction.com
 p 503 557 0866 | f 503 557 1085
 45 82nd Dr, Ste 53B, Gladstone, OR 97027
 OR Lic 0107555 | WA Lic BNKCOI*055NP
BUILDING ON OUR REPUTATION
 shandy@bnkconstruction.com

BUDGET PROPOSAL

Thursday 25 April 2019

**RE: Gladstone Pediatric Dental Clinic
 18905 Portland Ave
 Gladstone, OR 97027**

We are pleased to submit for your review our **Budget Proposal** for the following work as requested and described below. Please note that these estimates are based solely on the information provided and these estimates are subject to change due to the nature of unseen conditions related to renovation. The estimates may also change with new and updated architectural drawings showing actual information. This quote is based on a site visit by BnK Construction and preliminary drawings by Henry Schein.

DESCRIPTION:	
Architectural Services: <i>preliminary design (RFP)</i>	\$2,500
Final clean up:	\$800
Asphalt Paving:	\$3,713
Concrete Cutting & Repair:	\$3,000
Carpentry:	\$3,320
Roofing:	\$600
Doors, Frames & Hardware:	\$4,375
Framing, Insulation & Drywall:	\$9,318
Floorcoverings:	\$5,450
Painting:	\$1,765
Fire Protection: (sprinklers)	\$1,152
Plumbing:	\$9,800
HVAC:	\$3,544
Electrical:	\$21,814
Supervision:	\$10,673
General Conditions:	\$5,648
Contractors Fee:	\$5,090
Total	\$92,561

Alternates:	
Add	\$0

The above pricing is subject the following clarifications and qualifications:

Payment Terms: Customer shall pay for the services furnished by Contractor within fifteen (15) days of the date on the Contractors invoice. All invoices not contested in writing within fifteen (15) business days of the invoice date are deemed accepted by Customer as true and accurate and are payable in full. Interest will be charged on all accounts not paid when due at a rate of two percent per month, or, the maximum rate allowed by law.

1. All construction has been figured for normal business hours.

2. We specifically exclude the following:
 - A. Plan review and permit fees.
 - B. Costs for temporary utilities.
 - C. Water and system development fees.
 - D. Architectural or structural services or fees.
 - E. Fire and life safety review fees.
 - F. Builders "all risk" property insurance.
 - G. Hazardous material diagnosis, abatement, or resulting liabilities.
 - H. Structural engineering services for seismic or structure modifications.
 - I. Any structural modifications based upon above.
 - J. Concealed conditions.
 - K. Telecom and computer wiring.
 - L. Any repair or modifications to existing systems not specified.
 - M. Special inspections if required.
 - N. Exterior Signage or other exterior modifications
 - O. Moving of tenant furniture.
 - P. Unforeseen moisture remediation to the existing slab.

3. We qualify the following:
 - A. This proposal is subject to the successful negotiations between BnK and tenant/owner.
 - B. Owner to provide contractor with all required construction documents.
 - C. Final pricing is dependent on final approved drawings.
 - D. Any unforeseen existing conditions and/or building code violations will be dealt with on a time and materials basis.

We appreciate the opportunity to bid on this project and look forward to working with you. If you have any questions, please do not hesitate to call.

Rick Shandy
BnK Construction, Inc.

Please acknowledge your acceptance of this proposal by signing below and returning a signed copy to BnK Construction, Inc.

By: _____

Title: _____

Date: _____

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval for Amendment #6 to a Revenue Agreement with Health Share of Oregon for Behavioral Health Services to members enrolled with Oregon Health Plan (OHP)

Purpose/Outcomes	Provides Clackamas County Health Centers Division (CCHCD) funding for working towards improvement in patient's behavioral health outcomes.
Dollar Amount and Fiscal Impact	Based on number of clients reported and by what percentage the measure was increased during reporting period. This is a no maximum agreement. No County General Funds are involved. No matching funds required.
Funding Source	Health Share of Oregon
Duration	Effective July 1, 2019 and no expiration.
Previous Board Action	The Board last reviewed and approved this contract on June 23, 2016, agenda item A1.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on June 4, 2019.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	7666_06

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of Amendment #6 to a Revenue agreement with Health Share of Oregon for the purpose of providing Behavioral Health Services.

This agreement will allow Health Share to refer their clients enrolled in the Oregon Health Plan (OHP) to CCHCD for treatment services related to Substance Use Disorders.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized referrals cannot be projected with certainty. No County General Funds are involved. The Amendment #6 is effective July 1, 2019 and will continue until terminated.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Healthy Families. Strong Communities.

HEALTH SHARE OF OREGON
FIFTH AMENDMENT TO
PROVIDER PARTICIPATION AGREEMENT

#7666_06

This Fifth Amendment to the Provider Participation Agreement (“**Amendment**”) is between Health Share of Oregon, an Oregon nonprofit corporation (“**Health Share**”), and Clackamas County acting by and through its Health, Housing and Human Services Department, Health Centers Division (“**Provider**”).

RECITALS

- A.** The parties entered into the following agreement: Provider Participation Agreement dated July 1, 2016 (the “**Agreement**”).
- B.** The parties desire to amend the Agreement.

AGREEMENT

- 1. Amendment(s).** The Agreement is amended effective June 1, 2019, as follows:
 - a) The Covered Services and Compensation Addendum for *Substance Use Disorder Outpatient Services Adult* is replaced with updated version, effective June 1, 2019.
 - b) The Covered Services and Compensation Addendum for *Substance Use Disorder Outpatient Services Youth* is replaced with updated version, effective June 1, 2019.
- 2. Other Provisions.** Except as modified hereby, the Agreement shall remain in full force and effect.
- 3. Signatures.** This Agreement may be signed in counterparts. Delivery of an executed signature page of this Agreement by fax or by electronic transmission of a PDF file will be effective as delivery of a manually executed counterpart of this Agreement. At the request of a party, each other party will confirm a fax or PDF transmitted signature page by delivering an original signature page to the requested party.

[signature page follows]

Health Share of Oregon,
an Oregon nonprofit corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

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

By: _____

Name: **Richard Swift**

Title: **Director**

Date Signed: _____

COVERED SERVICES AND COMPENSATION ADDENDUM
Substance Use Disorder Outpatient Services
Adult

A. SERVICE DESCRIPTION

1. Substance Use Disorder (SUD) Outpatient Services means a publicly or privately operated program as defined in ORS 430.010 and OAR 309-019-0105(75) and generally provide professionally-directed screening, evaluation, treatment, and ongoing recovery and disease management services for Members with substance use disorders. These services are consistent with American Society of Addiction Medicine (ASAM) Levels 1.0 and 2.1.
2. SUD Outpatient Services therapies involve skilled treatment services, which may include individual and group counseling, motivational enhancement, family therapy, educational groups, occupational and recreational therapy, psychotherapy, addiction pharmacotherapy, or other therapies.
3. Provider shall deliver Substance Use Disorder Outpatient Services to adult Members 18 years and older and emancipated minors, pursuant to OAR 309-019-0105(6), ASAM Levels 1.0 and 2.1, Provider's license and certification, and Letter of Approval. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
4. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, and any other regulations, as applicable. Provider must maintain a current Letter of Approval issued by OHA in accordance with OAR 415-056-0030 through 415-056-0050 regarding standards for community substance abuse prevention.
5. Provider shall provide services in a manner consistent with the Health Share Substance Use Disorder Best Practices Guidelines. Provider shall adopt the SUD Best Practice Guidelines, including the following key focus areas:
 - a. Access to Medication Assisted Treatment
 - b. Trauma Informed Care
 - c. Peer Delivered Services
 - d. Harm Reduction in treatment approaches (including overdose prevention and Naloxone access)
 - e. Focus on Special Populations

6. Provider shall provide Members' access to Medication Assisted Treatment in accordance with Prioritized List Guideline Note 175, OAR 309-019,0110(5)(e), and OAR 309-019-0135(1)(b). Provider shall have written policies demonstrating that they have a procedure to transition, referrals, and coordinate care with a Provider qualified by appropriate licensure for certification to provide Medication Assisted Treatment.
7. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
8. Provider shall request prior authorization from the appropriate Behavioral Health Plan Partner in advance of rendering services to Members.
9. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a Fee for Service rate per the Regional Rate Guide which is included as part of the Provider Manual.
2. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-120-1280 and OAR 410-141-3420. Further, Provider understands and agrees that the BH Plan Partner to which a Member is assigned shall be responsible for authorizing services through PH Tech.

COVERED SERVICES AND COMPENSATION ADDENDUM
Substance Use Disorder Outpatient Services
Youth

A. SERVICE DESCRIPTION

1. Substance Use Disorder (SUD) Outpatient Services means a publicly or privately operated program as defined in ORS 430.010 and OAR 309-019-0105(75) and generally provide professionally-directed screening, evaluation, treatment, and ongoing recovery and disease management services for Members with substance use disorders. These services are consistent with American Society of Addiction Medicine (ASAM) Levels 1.0 and 2.1.
2. SUD Outpatient Services therapies involve skilled treatment services, which may include individual and group counseling, motivational enhancement, family therapy, educational groups, occupational and recreational therapy, psychotherapy, addiction pharmacotherapy, or other therapies.
3. Provider shall deliver Substance Use Disorder Outpatient Services to youth Members under the age of 18 years, or an eligible individual who is determined to be developmentally appropriate for youth services until the age of 21 years, pursuant to OAR 309-019-0105(5, 19) and OAR 309-019-0180, ASAM Levels 1.0 and 2.1, Provider's license and certification, and Letter of Approval. Provider shall not refuse to deliver services to any Member who is clinically appropriate for services. Provider must deliver services in a trauma informed and culturally appropriate manner.
4. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by addictions and mental health providers, and any other regulations, as applicable. Provider must maintain a current Letter of Approval issued by OHA in accordance with OAR 415-056-0030 through 415-056-0050 regarding standards for community substance abuse prevention.
5. Provider shall provide services in a manner consistent with the Health Share Substance Use Disorder Best Practices Guidelines. Provider shall adopt the SUD Best Practice Guidelines, including the following key focus areas:
 - a. Access to Medication Assisted Treatment
 - b. Trauma Informed Care
 - c. Peer Delivered Services
 - d. Harm Reduction in treatment approaches (including overdose prevention and Naloxone access)
 - e. Focus on Special Populations

6. Provider shall provide Members' access to Medication Assisted Treatment in accordance with Prioritized List Guideline Note 175, OAR 309-019,0110(5)(e), and OAR 309-019-0135(1)(b). Provider shall have written policies demonstrating that they have a procedure to transition, referrals, and coordinate care with a Provider qualified by appropriate licensure for certification to provide Medication Assisted Treatment.
7. Provider shall comply with ORS 182.515 and 182.525, Evidence-Based Programs.
8. Provider shall request prior authorization from the appropriate Behavioral Health Plan Partner in advance of rendering services to Members.
9. Provider agrees to deliver services in accordance with the Health Share of Oregon Provider Manual (Provider Manual), in effect at the time services are rendered. Provider shall further ensure that all clinical staff are trained on the use of that manual. The Provider Manual is available on the Health Share website and incorporated by reference herein.

B. COMPENSATION AND PAYMENT

1. Health Share shall reimburse Provider at a Fee for Service rate per the Regional Rate Guide which is included as part of the Provider Manual.
2. Claims may be submitted in either paper or electronic format. Provider understands and agrees that all billing for services provided by Provider pertaining to this Agreement shall be billed to Health Share's Third Party Administrator, Performance Health Technology (PH Tech), consistent with the Provider Manual and in accordance with OAR 410-120-1280 and OAR 410-141-3420. Further, Provider understands and agrees that the Behavioral Health Plan Partner to which a Member is assigned shall be responsible for authorizing services through PH Tech.

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Facility Use Agreement with the
Oregon Trail School District No.46 for the Sandy Clinic

Purpose/Outcomes	Clackamas County Health Centers Division is leasing office space for the Primary Care clinic located in Sandy, Oregon.
Dollar Amount and Fiscal Impact	Contract maximum value \$18,000.
Funding Source	No County General Funds are involved. Fee for services through Health Centers' clinics.
Duration	Effective July 1, 2019 and terminates on June 30, 2020.
Previous Board Action	The Board previously viewed this contract on August 2, 2018 – agenda item 080218-A3.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on June 10, 2019.
Contact Person	Deborah Cockrell 503-742-5495
Contract No.	9332

BACKGROUND:

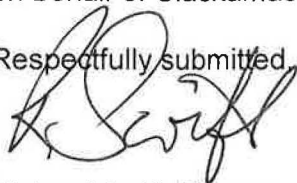
The Clackamas County Health Centers Division (CCHCD) of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Facility Lease Agreement with the Oregon Trail School District 46 for the Sandy clinic. This agreement secures and pays the lease for the property where the Sandy clinic is located.

The maximum contract value is \$18,000. This agreement is effective July 1, 2019 and will expire on June 30, 2020.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

FACILITY USE AGREEMENT

#9332 **OREGON TRAIL SCL DISTRICT 46 - SANDY HIGH SCHOOL BUILDING**

Start Date: July 1, 2019

End Date: June 30, 2020

Owner: Oregon Trail School District 46, hereafter referred to as "District"
Address: PO Box 547
 Sandy, OR 97055-0547
Phone: 503-668-5541
Contact: Jim Seipel
E-mail: jim.seipel@ortrail.k12.or.us

Facility User: Clackamas County-Health, Housing & Human Services Department
Acting by and through its Clackamas Health Centers Division
Address: 2051 Kaen Road, #367
 Oregon City, OR 97045
Phone: 503-723-4954
Fax 503-742-5979
Contact: Erin De Armond-Reid
E-mail: ereid@clackamas.us

Premises: Sandy High School – Room 4-18 Health Center

- Summer break schedule: July 1 through September 2, except July 4 holiday; 11:30 am – 9pm.
- School year schedule: Monday through Friday, September 3 through June 9; 3:00 pm to 9:00 pm.
- Winter break schedule: Monday through Friday, December 23 through January 3, except December 25 and January 1 holidays; 11:30 am – 9:00 pm
- Spring break schedule: March 23 through March 27; 11:30 am to 9:00 pm
- Summer break schedule: June 10 through June 30: 11:30 am – 9:00 pm (pending any snow days that may cause an adjustment to the school-year calendar)

Purpose of Use: To operate an all ages **Community Health Center**

Usage Fee: \$ 1,500 per month

Deposit: \$ None

General Conditions:

1. **Term** – The term of this Facility Use Agreement ("Agreement") is from the Start date to the End date, inclusive. This Agreement may be terminated by either party upon 30 days written notice to addresses as listed.
2. **Usage Fee** – The Usage Fee is due on the first day of the term of this Agreement.

3. **Deposit** – The deposit is refundable within 30 days after termination of this Agreement. District shall have the right to offset against the Deposit any sums owing from the Facility User not paid when due; any damages caused by Facility User; the cost of curing any default by Facility User; and the cost of performing any repair or cleanup that is Facility User's responsibility. Offset against Deposit shall not be an exclusive remedy in any of the above cases, but may be invoked by District, at its option, in addition to any other remedy provided by law for Facility User's nonperformance. If an offset is claimed by the District during the term of this Agreement, Facility User will make whole the Deposit within 20-days of demand.
4. **Use** – Facility User shall use the Premises for no other purposes than stated herein without the District's written consent. Facility User has a nonexclusive right to reasonable use of common areas of the Sandy High School campus which are normally open during Facility User's times and dates of usage, i.e. parking areas, walkways, etc. Facility User shall not annoy, obstruct or interfere with the rights, privileges and quiet enjoyment of the Sandy High School campus or building by students, guests, personnel of the District, or other permissive users. Facility User shall promptly comply with all applicable laws, ordinances, rules and regulations of any public authority. Facility User shall not conduct any activities that will increase District's insurance rates for the Premises or that will in any manner degrade or damage the condition or reputation of the District or the Premises.
5. **Condition of Premises** – Except as otherwise expressly set forth in this Agreement, the Premises are accepted by the Facility User in *As Is* condition, subject to any and all patent and latent defects and faults, without reliance upon any representation by District as to the condition or suitability of the Premises for any intended use or purpose by Facility User and without any representation or warranty by District as to its compliance with applicable laws, rules, regulations and ordinances.
Exceptions: District agrees to make electrical grounding improvements for the Premises to meet electrical code requirements imposed for health clinic operation.
6. **Equipment** – Facility User shall use in the Premises only such equipment as is customary for Facility User's use and shall not overload the floors, or electrical circuits of the Premises or Building. Facility User shall not alter the plumbing or wiring or install heating generating equipment without advance District approval of the location of and manner of installation.
7. **Exterior Signs and Devices** – No signs, awnings, antennas, or other apparatus shall be painted on or attached to the exterior of the Premises, common areas, or elsewhere on any property of the District, nor shall anything be placed on any window or positioned so as to be visible from outside the Premises by Facility User, without prior written approval of the District.
8. **Utilities and Services** – District will furnish power, central heating & cooling, and network connectivity to Facility User during the hours of permitted use. Interruption of these services shall not be deemed to constitute a material disturbance of Facility User's use and possession of the Premises, shall not render the District liable to Facility User for damages, and shall not relieve Facility User from performance of Facility User's obligations under this Agreement. Facility User shall be responsible for individual POTS lines for their exclusive use and provide its own surge protection for power furnished to the Premises.
9. **Maintenance and Repair** – District will provide daily janitorial service for Premises. District will maintain interior walls, floors, ceilings, light fixtures, doors, windows and related hardware, within reasonable wear and tear. Repair of damage to the Premises, the Building, or other

property of District caused by any negligent or intentional acts or breach of this Agreement by Facility User, its employees, or invitees, shall be at Facility User's expense. District may erect scaffolding and other apparatus necessary for maintenance and repair. District shall have no liability for interference with Facility User's use because of maintenance and repair. Under no circumstances shall Facility User shall have a claim against District for any interruption or interference with Facility User's occupancy of Premises.

Exceptions: Janitorial services will not be provided on District furlough days or during the summer break period. Facility User may request janitorial services during these periods but will be billed, in addition to Usage Fee, the overtime rate of District janitorial staff for such services.

10. **Improvements** – Provided that District gives advance written approval therefor, Facility User may, at its expense, make such improvements to the Premises as may be reasonably necessary from time to time for its operations. Improvements include, but are not limited to: changing the color of the interior, installing or removing any wall, and modifying floor coverings.
11. **Access** – District authorized staff shall have the right to enter the Premises at any time to determine Facility User's compliance with this Agreement and to perform necessary services, maintenance and repairs or alterations to the Premises. Except in case of emergency, such entry shall be upon one calendar day's advance notice and at such times and in such manner at to minimize interference with the reasonable use of the Premises by Facility User. Facility User will be provided with electronic access cards for Premises and must report the loss of such cards immediately to District. District will program electronic access of facility entrance to coincide with the authorized Premises Use hours.
12. **Compliance with Laws** – Facility User shall substantially comply with all applicable laws relating to its possession and use of the Premises.
13. **Hazardous Substances** – Facility User shall be responsible for the control, use and appropriate disposal of hazardous substances necessarily incurred in Facility User's health clinic operations. Facility User shall defend, indemnify and hold District harmless from any and all claims threatened or made in any way related to hazardous substances attributable to Facility User.
14. **Insurance** – Facility User shall carry at all times during the Term of the Agreement, at its own cost or self-insured fund (in such an amount that is acceptable to District), comprehensive liability insurance in an amount not less than \$1,000,000 pre occurrence/\$2,000,000 general aggregate. Such insurance or self-insurance shall cover all risks arising directly or indirectly out of Facility User's use of Premises and shall name the District as an additional insured for such activities. A certificate of insurance bearing such endorsements is required prior to Start Date of this Agreement. Government entity Facility Users may self-insure to provide equivalent coverage.

During the term of this contract, District shall maintain in force, at its own expense, comprehensive liability insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate.

15. **Security** – While limited intrusion security is provided for Premises, District shall have no obligation to provide additional security services or measures to Facility User, its employees, officers, agents, clients, or guests, and under no circumstances will the District be deemed liable for any personal injuries or property damage related to breach of Premises security. Facility User will cooperate with security measures established by District.
16. **Regulations** – District shall have the right, but shall not be obligated, to make, revise, and enforce regulations or policies consistent with this Agreement for the purpose of promoting safety, health, order, harmony, economy, cleanliness, and good service to all permissive users of the campus in which Premises are located. All such regulations and policies shall be complied with as if part of this Agreement.
17. **Default** – Any of the following shall constitute a default by Facility User under this Agreement:
 - 1) Facility User's failure to pay Usage Fee or any other charges under this agreement within 5 days after due, 2) failure to comply with any other term or condition within 10 days of written notice from District specifying the noncompliance, 3) Facility User's insolvency or assignment for the benefit of creditors, 4) Facility User's commencement of proceedings under any provision of bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer or the appointment of a receiver for all or any portion of District properties or financial records, 5) vacating or abandoning the Premises, or 6) disturbing the quiet enjoyment of the campus, as District may determine in its sole discretion, which is the grounds for immediate termination.
18. **Remedies** – In case of default, District shall have the right to the following remedies which are intended to be cumulative in addition to any other remedies provided under applicable law: 1) District may terminate the Agreement without notice to Facility User, 2) District may take exclusive possession of the Premises and may make use thereof without accepting surrender or waiving the right to damages 3) District may recover all damages caused by Facility User default, 4) District may make any payment or perform any obligation which Facility User has failed to perform, in which case District shall be entitled to recover from Facility User upon demand all amounts so expended, plus interest from the date of the expenditure at the rate of five (5.00%) percent each month, which rate shall apply to any past due Usage Fees.
19. **Surrender** - On termination of this Agreement, Facility User shall deliver all keys and all access cards to District and surrender the Premises vacuumed, swept, and free of debris and in the same condition as at the commencement of the Term, subject only to reasonable wear and tear from ordinary use. Facility User shall remove all of its furnishings and trade fixtures that remain its property and repair all damage resulting from such removal. Failure to remove shall be deemed an abandonment of the property, and District may dispose of it in any manner without liability. If Facility User fails to vacate the Premises when required, including failure to remove all of its personal property, the hold-over Usage Fee rate shall be one and one-half times the total Usage Fee being charged when the right to occupy expires.
20. **Indemnification** – Within the liability limits stated in the Oregon Tort Claims Act, each party to this Agreement shall defend, indemnify and hold the other party harmless against all liability, loss, or expenses, and against all claims, actions or judgements based upon or arising out of damage or injury (including death) to persons or property to the extent caused by or resulting from any act, error or omission by the indemnifying party or its agents and employees in

connection with the performance of this Agreement. The parties' liability under this contract is subject to the limitations of the Oregon Tort Claims Act.

21. **Assignment and Subletting** – Facility User may not assign this Agreement, or any of its rights hereunder, or attempt to sublet the Premises without District's prior written consent, which the District may withhold at its sole discretion.
22. **Notices** – Notices between the parties relating to this Agreement shall be in writing, effective when delivered, or if mailed, effective on the second day following certified and first class mailing, postage prepaid, to the address for the party stated in this Agreement or to such other address either party may specify by notice to the other. Notice to Facility User shall be deemed adequate and effective immediately when hand-delivered to, or posted upon or within, the Premises. Usage Fee shall be payable to District at the same address and in the same manner, but shall be considered paid only when received.
23. **This agreement** is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 1 O of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provision herein, which would conflict with such law, is deemed inoperative to that extent.
24. **Interpretation of this Agreement** – This Agreement shall be governed by the laws of the state of Oregon. If any provision of this Agreement is found invalid or unenforceable in any respect for any reason, the validity and enforceability of the remaining provisions of the Agreement shall not be diminished. Both District and Facility User have had the opportunity to have this Agreement reviewed and approved by attorneys of their own choosing, and therefore this Agreement shall be interpreted as having been drafted jointly by the parties hereto. A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or any other provision. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties to this Agreement, any right or remedy of any nature whatsoever. If the Facility User is a corporate entity, the person signing this Agreement hereby warrants that he/she is authorized to make this Agreement by the entity's governing board. The exclusive venue for any disputes shall be in the Clackamas County Circuit Court.
25. **Entire Agreement** – This agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior written and oral agreements and representations and there are no implied covenants or other agreements between the parties except as expressly set forth in this Agreement. Neither District nor Facility User is relying on any representations other than those expressly set forth herein.

Facility User:
Clackamas County

District:
Oregon Trail School District 46

By: _____
Title: _____
Date: _____

Timothy Belanger
Director of Business Services
Date: _____

Approved as to form:
Kathleen J. Reutter
Clackamas County Counsel
Date: 6/6/19

School Board Approved _____

COPY

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Clackamas Women's Services
for Shelter/Advocacy and Crisis Domestic Violence Services

Purpose/Outcomes	Provides domestic violence services to survivors, including shelter, crisis services, advocacy, and supportive services.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$238,551. No County Staff are funded through this Agreement.
Funding Source	County General Funds
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: June 4, 2019
Contact Person	Rodney Cook 503-650-5677
Contract No.	CFCC-9303

BACKGROUND:

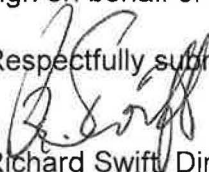
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Clackamas Women's Services. Funding will provide: safe shelter and advocacy/supportive services to survivors of violence and their children; survivor support groups; and 24-hour crisis line support.

Funding for this agreement is County General Funds. This has been reviewed by County Counsel. Agreement has a maximum value of \$238,551.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL RECIPIENT GRANT AGREEMENT CFCC- 9304	
Program Name: Clackamas Women's Services – Shelter, Advocacy and Crisis Services Program/Project Number: 9303	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Clackamas Women's Services (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Carla Batcheller	Program Representative: Melissa Erlbaum
Clackamas Women's Service 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5801 carlab@cwsor.org	Clackamas Women's Services 256 Warner Milne Road Oregon City, OR 97045 (503) 557-5810 melissae@cwsor.org
FEIN: 93-0900119	

RECITALS

1. Domestic violence is defined as a pattern of coercive behavior used by one person to control another in an intimate relationship. The violence can be mental, emotional, physical, sexual, financial, and other types of abuse perpetrated to gain and maintain power and control. Domestic violence, sexual assault, stalking, dating violence, and elder abuse have significant impact on the health and welfare of the residents of Clackamas County.

2. Clackamas Women's Services has been providing services to families since 1985. Their innovative and ground-breaking approach to serving survivors includes a "Village Model" of shelter care, housing first to approaching housing needs of participants, and the utilization of trauma informed practices throughout their organization. The organization is a leader in the effort to improve the quality of interventions for survivors and their families, as well as attempts to hold offenders accountable for their abuse. Clackamas Women's Services believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, Clackamas Women's Services works to ensure that individuals and families have equal access to community resources. The organization provides support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.

3. County General Fund dollars will be used to finance this Local RECIPIENT Grant Agreement.
4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$238,551**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on templates provided in the Exhibits, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- i) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the contract and all associated amendments.

11. Compliance with Applicable Laws

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

12. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any

insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to RECIPIENT's activities under this agreement.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be

provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- 1) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
- 2) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- 3) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- 4) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- 5) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- 6) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- 7) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- 8) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- 9) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)


RECIPIENT

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045

CLACKAMAS COUNTY

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

Signing on behalf of the Board:

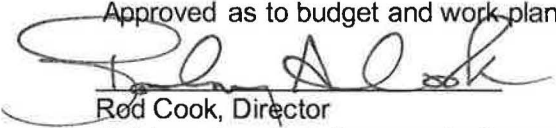
By: 
Melissa Erlbaum, Executive Director

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: 6.5.2019

Dated: _____

Approved as to budget and work plan:


Rod Cook, Director
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Children's Center
for Child Abuse Medical Assessments

Purpose/Outcomes	Child abuse assessments will be provided to a minimum of 36 children suspected of being abused.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$202,000. No County Staff are funded through this Agreement.
Funding Source	County General Funds
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	N/A
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: 6/3/2019
Contact Person	Rodney Cook 503-650-5677
Contract No.	CFCC-9305

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Children's Center. Funding will provide child abuse medical assessments to a minimum of 36 children. Children who have been determined to have been abused and their families will be referred to resources, services, and treatment, as appropriate.

Funding for this agreement is County General Funds. This has been reviewed by County Counsel. Agreement has a maximum value of \$202,000.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

CLACKAMAS COUNTY, OREGON LOCAL RECIPIENT GRANT AGREEMENT CFCC-9305	
Program Name: Child Abuse Medical Assessment Program/Project Number: CFCC 9305	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Children's Center (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver creek Rd. Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Leslie Everson	Program Representative: Tom Soma
Children's Center 1713 Penn Lane Oregon City, OR 97045 503-655-7725 leslie@childrenscentercc.org	Children's Center 1713 Penn Lane Oregon City, OR 97045 503-655-7725 tom@childrenscentercc.org
FEIN: 75-3027143	

RECITALS

1. Child abuse is defined as a physical injury, general and/or severe neglect, sexual abuse, sexual assault, exploitation, emotional, maltreatment and or willful harm or endangerment. Without treatment, child victims of abuse are likely to suffer long-term trauma that can adversely affect the course of their lives. During the 2017-2018 fiscal year, Children's Center provided medical examinations for 501 Clackamas County children who were suspected victims of abuse or neglect.
2. Children's Center (RECIPIENT) is a private, non-profit child abuse intervention center accredited by the National Children's Alliance. It supports Clackamas County children and families experiencing suspected physical abuse, sexual abuse, emotional abuse and neglect, including drug endangerment and witness to violence.
3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of RECIPIENT resources to provide child abuse medical assessments and forensic interviews for children suspected of experiencing abuse to determine whether or not abuse has occurred and if there is a need for further treatment. Children's Center is the only agency located in Clackamas County able to provide this unique and specialized service to children and families in crisis due to child abuse. It has demonstrated the capacity and expertise to provide services outlined in this agreement.

4. County General Fund dollars will be used to finance this Local RECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local Grant Agreement the COUNTY and RECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$202,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.
8. **Funds Available and Authorized.** RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:

- a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
- e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on templates provided in the Exhibits, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
- i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY’s discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as may be

required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship and all associated amendments.

11. Compliance with Applicable Laws

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

12. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this

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

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy. Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to RECIPIENT's activities under this agreement.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.

- 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 9) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
 - 11) **Waiver of Subrogation.** RECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
 - f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between the COUNTY and RECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
 - g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
 - h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

RECIPIENT

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

CLACKAMAS COUNTY

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

By: 
Tom Soma, Executive Director

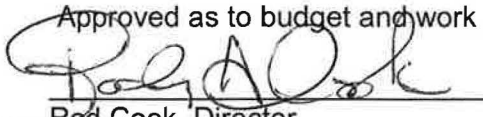
Dated: 6-4-19

Signing on behalf of the Board:

By: _____
Richard Swift, Director
Health, Housing & Human Services

Dated: _____

Approved as to budget and work plan:


Red Cook, Director
Children, Family & Community Connections

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit A-4: Client Feedback Survey and Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment with
with LifeWorks Northwest for Relief Nursery Services

Purpose/Outcome	Relief Nursery programming includes center-based therapeutic services to children by or at risk of experiencing child abuse/neglect, home visitation with parents to increase parenting skills, and respite services.
Dollar Amount and Fiscal Impact	Amendment adds \$72,000 for a total of \$144,000. No County Staff are funded through this Agreement.
Funding Source	County General Fund
Duration	Extends the agreement through June 30, 2020
Previous Board Action/Review	081618-A5
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: 6/5/19
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CFCC - 8926

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Amendment #1 to Agreement #8926 with LifeWorks Northwest for Relief Nursery programming. Services will be provided to families with children at risk of and/or that have experienced child abuse/neglect, including therapeutic classroom and home visitation services for a minimum of 16 children and their families, ongoing home-based parent education for up to 20 families, and respite services for 5 families.

This Amendment extends the Agreement through June 30, 2020 and funded with County general funds. It adds \$72,000 for a maximum value of \$144,000. This has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

Local Recipient Agreement Number: 8926

Board Order Number: 081618-A5

Department/Division: H3S-CFCC (formerly CYF)

Amendment No. 1

Local Recipient: Lifeworks NW – Relief Nursery

Amendment Requested By: Rodney Cook

Changes: Scope of Service
 Agreement Time

Agreement Budget
() Other:

Justification for Amendment:

This Amendment adds additional funds to continue Relief Nursery programming services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$72,000 for a revised maximum of \$144,000. It becomes effective upon signature and terminates June 30, 2020.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2018 and not later than June 30, 2019, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than July 1, 2018 and not later than ***June 30, 2020***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

2. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is \$72,000.

TO READ:

2. **Grant Funds.** The COUNTY's funding for this Agreement is County General Fund. The maximum, not to exceed, grant amount that the COUNTY will pay is ***\$144,000***.

REPLACE:

Exhibit B: Lifeworks NW – Children's Relief Nursery

WITH:

Exhibit B: BUDGET					
<p>Contractor: <u>Lifeworks NW - Children's Relief Nursery</u> Address: <u>14600 NW Cornell Rd</u> <u>Portland, OR 97229</u> Contact Person: <u>Cynthia Asai</u> Phone Number: _____ E-mail: <u>cynthia.asai@lifeworksnw.org</u> Contract Term: July 1, 2018 through June 30, 2020 Contract #: CFCC - #8926</p>					
Budget Category	Budget FY18-19 July 1 '18-June 30 '19	Budget FY19-20 July 1 '19-June 30 '20	Total	Match	
Personnel					
Early Childhood Specialist @.99 FTE	\$ 33,462.00	\$ 33,462.00	\$ 66,924.00	Not required on this Agreement	
Fringe @ .25	\$ 8,365.50	\$ 8,365.50	\$ 16,731.00		
Program Coordinator .20 FTE	\$ 8,910.72	\$ 8,910.72	\$ 17,821.44		
Fringe @ .25	\$ 2,227.68	\$ 2,227.68	\$ 4,455.36		
Service Director @ .10 FTE	\$ 724.46	\$ 724.46	\$ 1,448.92		
Fringe @ .25	\$ 217.34	\$ 217.34	\$ 434.68		
Admin assistant to service director @ .005 FTE	\$ 197.50	\$ 197.50	\$ 395.00		
Fringe @ .25	\$ 54.31	\$ 54.31	\$ 108.62		
Total Personnel	\$ 54,159.51	\$ 54,159.51	\$ 108,319.02		
Administration					
Admin costs - IT, payroll, accounting, benefits admin, cultural diversity,	\$ 6,788.00	\$ 6,788.00	\$ 13,576.00		
Total Administration	\$ 6,788.00	\$ 6,788.00	\$ 13,576.00		
Program					
General office - occupancy, rent, utilities telephone, copier, general & property insurance	\$ 9,822.49	\$ 9,822.49	\$ 19,644.98		
Professional insurance	\$ 125.00	\$ 125.00	\$ 250.00		
Conference/Training	\$ 305.00	\$ 305.00	\$ 610.00		
Mileage	\$ 800.00	\$ 800.00	\$ 1,600.00		
Total Program	\$ 11,052.49	\$ 11,052.49	\$ 22,104.98		
Total Budget	\$ 72,000.00	\$ 72,000.00	\$ 144,000.00		

REPLACE:

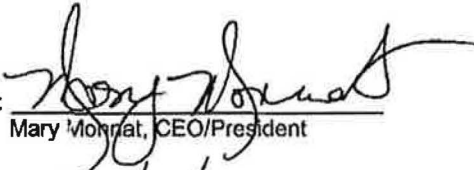
Exhibit D-1: Lifeworks NW – Children's Relief Nursery Reimbursement Request WITH:

EXHIBIT D-1: REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .				
Contractor: Lifeworks NW - Children's Relief Nursery Address: 14600 NW Comell Rd Portland, OR 97229 Contact Person: Cynthia Asai Phone Number: E-mail: cynthia.asai@lifeworksnw.org Contract Period: July 1, 2018 - June 30, 2019			Report Period:	
Budget Category	Budget July 1 18-June 30 '20	Current Draw Request	Previously Requested	Balance
Personnel				
Early Childhood Specialist @.99 FTE	\$ 33,462.00	\$ -	\$ -	\$ 33,462.00
Fringe @ .25	\$ 8,365.50	\$ -	\$ -	\$ 8,365.50
Program Coordinator .20 FTE	\$ 8,910.72	\$ -	\$ -	\$ 8,910.72
Fringe @ .25	\$ 2,227.68	\$ -	\$ -	\$ 2,227.68
Service Director @ .10 FTE	\$ 724.48	\$ -	\$ -	\$ 724.48
Fringe @ .25	\$ 217.34	\$ -	\$ -	\$ 217.34
Admin assistant to service director @ .005	\$ 197.50	\$ -	\$ -	\$ 197.50
Fringe @ .25	\$ 64.31	\$ -	\$ -	\$ 64.31
Total Personnel	\$ 54,159.51	\$ -	\$ -	\$ 54,159.51
Administration				
Admin costs - IT, payroll, accounting, benefits admin, cultural diversity, exec team	\$ 6,788.00	\$ -	\$ -	\$ 6,788.00
Total Administration	\$ 6,788.00	\$ -	\$ -	\$ 6,788.00
Program				
General office - occupancy, rent, utilities telephone, copier, general & property	\$ 9,822.49	\$ -	\$ -	\$ 9,822.49
Professional Insurance	\$ 125.00	\$ -	\$ -	\$ 125.00
Conference/Training	\$ 305.00	\$ -	\$ -	\$ 305.00
Mileage	\$ 800.00	\$ -	\$ -	\$ 800.00
Total Program	\$ 11,052.49	\$ -	\$ -	\$ 11,052.49
Total Grant Funds Requested	\$ 72,000.00	\$ -	\$ -	\$ 72,000.00
EXHIBIT D-1: REIMBURSEMENT REQUEST				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) .				
Contractor: Lifeworks NW - Children's Relief Nursery Address: 14600 NW Comell Rd Portland, OR 97229 Contact Person: Cynthia Asai Phone Number: E-mail: cynthia.asai@lifeworksnw.org Contract Period: July 1, 2018 - June 30, 2019			Report Period:	
Budget Category	Budget FY18-19	Current Draw Request	Previously Requested	Balance
Personnel				
Early Childhood Specialist @.99 FTE	\$ 33,462.00	\$ -	\$ -	\$ 33,462.00
Fringe @ .25	\$ 8,365.50	\$ -	\$ -	\$ 8,365.50
Program Coordinator .20 FTE	\$ 8,910.72	\$ -	\$ -	\$ 8,910.72
Fringe @ .25	\$ 2,227.68	\$ -	\$ -	\$ 2,227.68
Service Director @ .10 FTE	\$ 724.48	\$ -	\$ -	\$ 724.48
Fringe @ .25	\$ 217.34	\$ -	\$ -	\$ 217.34
Admin assistant to service director @ .005	\$ 197.50	\$ -	\$ -	\$ 197.50
Fringe @ .25	\$ 64.31	\$ -	\$ -	\$ 64.31
Total Personnel	\$ 54,159.51	\$ -	\$ -	\$ 54,159.51
Administration				
Admin costs - IT, payroll, accounting, benefits admin, cultural diversity, exec team	\$ 6,788.00	\$ -	\$ -	\$ 6,788.00
Total Administration	\$ 6,788.00	\$ -	\$ -	\$ 6,788.00
Program				
General office - occupancy, rent, utilities telephone, copier, general & property	\$ 9,822.49	\$ -	\$ -	\$ 9,822.49
Professional Insurance	\$ 125.00	\$ -	\$ -	\$ 125.00
Conference/Training	\$ 305.00	\$ -	\$ -	\$ 305.00
Mileage	\$ 800.00	\$ -	\$ -	\$ 800.00
Total Program	\$ 11,052.49	\$ -	\$ -	\$ 11,052.49
Total Grant Funds Requested	\$ 72,000.00	\$ -	\$ -	\$ 72,000.00

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

AGENCY

Lifeworks NW
14600 NW Cornell Road
Portland, OR 97229

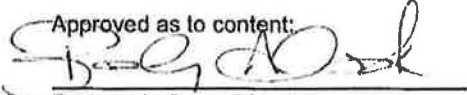
By: 
Mary Monnat, CEO/President
Date: 6/3/19

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

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

Approved as to content:


Rodney A. Cook, Director
Children, Family & Community Connections Division
Date: 6/3/19

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment #1 with
with Northwest Family Services for Student Resource Coordination (SRC)

Purpose/Outcome	The SRC operates throughout Clackamas County to connect students exhibiting drug and alcohol use to needed resources and services, including healthcare, treatment, prevention, judicial, educational, and other human services.
Dollar Amount and Fiscal Impact	Amendment adds \$76,550 for a total of \$192,550. No County Staff are funded through this Agreement.
Funding Source	A&D Substance Use Disorder (SUD) Prevention/Treatment funding through Behavioral Health Division Interagency Agreement (IAA).
Duration	Extends the agreement through June 30, 2020
Previous Board Action/Review	022218-A6
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: 6/10/19
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CFCC - 8926

BACKGROUND:

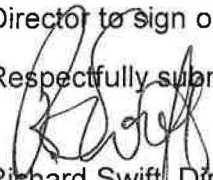
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Amendment #1 to Agreement 8642 with Northwest Family Services for Student Resource Coordination. Services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies. A minimum of 150 youth and their families will be served through this Agreement Amendment.

This Amendment is funded with A&D SUD Prevention/Treatment funding through an IAA with the Behavioral Health Division. It extends the Agreement through June 30, 2020 and adds \$76,550 for a maximum value of \$192,550. This has been reviewed and approved by County Counsel.

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

Local Recipient Grant Amendment (FY 19-20)
H3S – Children, Family & Community Connections Division

<u>Local Recipient Agreement Number: 8642</u>	<u>Board Order Number: 022218-A6</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 1</u>
<u>Local Recipient: Northwest Family Services</u>	<u>Amendment Requested By: Korene Mather</u>
Changes: <input type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds additional funds to continue Student Resource Coordination programming services.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$76,550 for a revised maximum of \$192,550. It becomes effective July 1, 2019 and terminates June 30, 2020.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than January 1, 2018 and not later than June 30, 2019, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than January 1, 2018 and not later than ***June 30, 2020***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

4. **Grant Funds.** COUNTY's funding for this Agreement is county general funds.
The maximum, not to exceed, grant amount that the COUNTY will pay is \$116,000.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. Grant Funds. COUNTY's funding for this Agreement is county general funds.
 The maximum, not to exceed, grant amount that the COUNTY will pay is **\$192,550**.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

REPLACE:

Exhibit B: Northwest Family Services – SRC Budget January 1, 2018 – June 30, 2019

WITH:

EXHIBIT B: BUDGET					
Organization: Northwest Family Services					
Funded Program Name: Student Resource Coordination					
Program Contact: Rose Fuller rfuller@nwfs.org					
Agreement Term: January 1, 2018 - June 30, 2020					
Approved Award Budget Categories	January 1, 2018 - June 30, 2018	July 1, 2018 - June 30, 2019	July 1, 2019 - June 30, 2020	Total Award Amount	Match
Personnel (List salary, FTE & Fringe costs for each position)					
Student Resource Coordinator/CADC (1.0 FTE @\$42,000)	\$ 20,000.00	\$ 41,000.00	\$ 41,000.00	\$ 102,000.00	No match is required on this award
Supervision .10 FTE @ 57,000	\$ 2,850.00	\$ 5,700.00	\$ 5,700.00	\$ 14,250.00	
Clinical/Medical Supervision	\$ 1,800.00	\$ 3,600.00	\$ 3,600.00	\$ 9,000.00	
Fringe/Tax @ .24	\$ 5,916.00	\$ 12,072.00	\$ 12,072.00	\$ 30,060.00	
Total Personnel Services	\$ 30,566.00	\$ 62,372.00	\$ 62,372.00	\$ 155,310.00	
Program				\$ -	
Materials/Supplies	\$ 325.00	\$ 675.00	\$ 675.00	\$ 1,675.00	
UAs (~60 youth/year x 3@\$12.2)	\$ 1,103.00	\$ 2,205.00	\$ 2,205.00	\$ 5,513.00	
Equipment					
Phone/laptop + monthly phone (\$25)	\$ 1,850.00	\$ 1,200.00	\$ 1,200.00	\$ 4,250.00	
Insurance					
Travel				\$ -	
Mileage	\$ 1,645.00	\$ 3,290.00	\$ 3,290.00	\$ 8,225.00	
Travel/Training/Conference	\$ 375.00	\$ 750.00	\$ 750.00	\$ 1,875.00	
Additional (please specify)					
Client assistance (bus tickets, etc.)					
Total Programmatic Costs	\$ 5,298.00	\$ 8,120.00	\$ 8,120.00	\$ 21,538.00	
Administration (accounting, audit, IT, insurance, facilities, etc.)	\$ 3,586.00	\$ 6,058.00	\$ 6,058.00	\$ 9,644.00	
Total Grant Costs	\$ 39,450.00	\$ 76,550.00	\$ 76,550.00	\$ 192,550.00	

ADD:

Exhibit C-1: Northwest Family Services – Student Resource Coordination Financial Report and Reimbursement Request
 July 1, 2019 – June 30, 2020

EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST					
Organization: Northwest Family Services			Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report (Exhibit C-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).		
Funded Program Name: Student Resource Coordination					
Program Contact: Rose Fuller rfuller@nwfs.org					
Agreement Term: July 1, 2019 - June 30, 2020					
		Claim Period			
Approved Award Budget Categories		Approved Budget July 1 '19-June 30 '20	MONTHLY EXPENDITURE	PREVIOUSLY REQUESTED	BALANCE REMAINING
Personnel (List salary, FTE & Fringe costs for each position)					
Student Resource Coordinator/CADC (1.0 FTE @\$42,000)		\$ 41,000.00	\$ -	\$ -	\$ 41,000.00
Supervision .10 FTE @ 57,000		\$ 5,700.00	\$ -	\$ -	\$ 5,700.00
Clinical/Medical Supervision		\$ 3,600.00	\$ -	\$ -	\$ 3,600.00
Fringe/Tax @ .24		\$ 12,072.00	\$ -	\$ -	\$ 12,072.00
Total Personnel Services		\$ 62,372.00	\$ -	\$ -	\$ 62,372.00
Program					
Materials/Supplies		\$ 675.00	\$ -	\$ -	\$ 675.00
UAs (~60 youth/year x 3@\$12.2)		\$ 2,205.00	\$ -	\$ -	\$ 2,205.00
Equipment					
Phone/laptop + monthly phone (\$25)		\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Insurance					
Travel					
Mileage		\$ 3,290.00	\$ -	\$ -	\$ 3,290.00
Travel/Training/Conference		\$ 750.00	\$ -	\$ -	\$ 750.00
Additional (please specify)					
Total Programmatic Costs		\$ 8,120.00	\$ -	\$ -	\$ 8,120.00
Administration (accounting, audit, IT, Insurance, facilities, etc.)		\$ 6,058.00	\$ -	\$ -	\$ 6,058.00
Total Grant Costs		\$ 76,550.00	\$ -	\$ -	\$ 76,550.00

ADD:

Exhibit A-2: Northwest Family Services – Student Resource Coordination Work Plan Quarterly Report July 1, 2019 – June 30, 2020

**Clackamas County – Children, Youth & Families Division
 Work Plan and Quarterly Report
 Student Resource Coordination**

Provider: Northwest Family Services
Activity: Student Resource Coordination
Contract Period: July 1, 2019-June 30, 2020

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep19	Oct-Dec19	Jan-Mar20	Apr-Jun20
By June 30, 2020, provide pre-assessment and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. for a minimum of 100 drug/alcohol affected youth and their families.	85% of participating youth and their families will be connected to relevant services and resources, prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. **Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met)	# youth assessed/referred				
		# youth connected				
		# families served				
		# families connected				
By June 30, 2020 provide standard D&A assessment and UA to a minimum of 60 youth suspected of drug/alcohol use and provide ASAM level 5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 45 youth identified as using drugs/alcohol.	85% of youth will demonstrate reduction in 30-day use. **Measured by random UA and program data 85% of youth will demonstrate improved attendance. **Measured by Synergy or other school data collection system 85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate. **Measured by program records and youth survey responses	# youth assessed				
		# youth receiving UA				
		# youth receiving ASAM 5-1.0 outpatient treatment				
		# youth referred to higher level of treatment				
		# youth receiving treatment that reduced 30 day use				
		# youth receiving treatment that improved attendance over 12 weeks				
By June 30, 2020, provide support and referral to resources to a minimum of 25 parents of youth served	85% of parents of youth served will be referred to a minimum of 2 additional resources and/or supports	# parents served				
		# parents connected to 2 additional supports/resources				

[Signature page follows]

June 20, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 to Agency Services Contract with Central City Concern for the Law Enforcement Assisted Diversion program services

Purpose/Outcomes	To provide Law Enforcement Assisted Diversion (LEAD) participants temporary motel stay.
Dollar Amount and Fiscal Impact	Amendment adds \$15,000 increasing the contract's maximum value to \$165,000.
Funding Source	County General Funds
Duration	Effective upon signature and terminates June 30, 2019.
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Counsel Review	May 6, 2019
Contact Person	Vahid Brown, Housing Policy Coordinator (503) 742-5345
Contract No.	#8946, Amendment #01

BACKGROUND:

The Administration Division of the Health, Housing, and Human Services Department requests the approval of Amendment #01 to Agency Service Contract #8946 with Central City Concern (CCC). CCC is assisting with the Law Enforcement Assisted Diversion (LEAD) program.

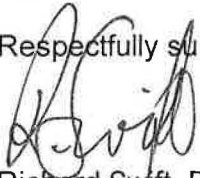
With this Amendment CCC will be able to assist LEAD clients with motel stays for up to two weeks to assist with medical vulnerability, maintaining vital communication and stabilization prior to appointments.

This Amendment adds \$15,000 to the contract increasing the maximum contract value to \$165,000. This Amendment is effective upon signature and terminates June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

**Contract Amendment
Health, Housing and Human Services**

H3S Contract Number: 8946

Board Agenda Number: _____
and Board Date: _____

Division: H3S Administration

Amendment No. 1

Contractor: Central City Concern

Amendment Requested By: Richard Swift, Department Director

Changes: Scope of Service Contract Budget/Compensation
 Contract Term Other _____

Justification for Amendment

Central City Concern will use the additional fund to assist clients needing temporary shelter.

This Amendment increases the compensation by **\$15,000** to assist in client assistance funds specifically for motel stays. As a result of this amendment the maximum contract value is **\$165,000.00**. Corresponding language in **4. Budget and Financial section A. Compensation and Exhibit A, Scope of Services** and has been amended.

The amendment also updates reporting requirements under **4. Budget and Financial section, Reporting Requirements**.

AMEND:

4.0 Compensation and Fiscal Records

4.0 Compensation. County shall compensate CCC for satisfactorily performing the services identified in Section 2: as described in Exhibit A: *Scope of Services*. Payments shall be made on a cost reimbursement basis and disbursements will be made monthly in accordance with the requirements outlined below. Total compensation under this agreement shall not exceed **\$150,000**.

Reporting Requirements.

Type of Report	Due Date (s)	Information Contained in Report	Deliverables will be sent to:
Participant	Quarterly	Demographic information on participants referred to the LEAD program	vbrown@clackamas.us
Performance Measures	Quarterly	Outcomes as identified above	vbrown@clackamas.us

Exhibit A: Scope of Service

Central City Concern will have clear processes for conducting outreach and receiving referrals.

Central City Concern will coordinate warm hand-offs with LEAD deputy and screen all LEAD referrals to determine if they choose to participate in the program. Participation in the LEAD program is voluntary. Participants who agree to the program will have an understanding about their responsibility in maintaining LEAD eligibility. Individuals agreeing to services will complete the appropriate, release of information, consent forms, and other relevant forms to provide for an open flow of communication and successful service delivery between referent and provider.

Central City Concern will provide appropriate disclosure documents and consents necessary to any individual identified as eligible for LEAD. Once individuals consent to program services, a case manager will be assigned to the client.

Central City Concern will utilize a fully-integrated approach to assessment addressing individual's needs, including substance use, mental health, physical health and basic needs. Central City Concern will ensure that all program staff are adequately trained in the practices utilized and that staff are effectively implementing these practices. Central City Concern will employ motivational enhancement techniques and ensure that all program staff are adequately trained and supervised in these techniques.

Central City Concern will screen and assess all individuals willing to participate. Assigned case managers will schedule an assessment no more than 15 days following the initial screening. For individuals who did not attend their assessment meeting, case managers will attempt to reach out and contact the individual to participate.

Central City Concern will have case managers provide street outreach and intensive case management services to individuals who have difficulty accessing services. The case management services will provide effective coordination of access to services, establishing service linkages with other agencies and providing assistance in obtaining any programs for which a person is eligible.

Central City Concern will provide clinical and administrative supervision, utilize direct observation, coordinate daily huddles to staff individuals and discuss barriers, and participate in care coordination meetings weekly with the LEAD operational team.

Length of services will vary depending on individual need, and placement decisions for substance use referrals will be based on use of the American Society for Addictions Medicine (ASAM) Patient Placement Criteria (PPC) 3rd Edition.

Services shall include assessment, a Self-directed Action Plan (SDAP), case management and referrals to support service needs, including but not limited to substance use, mental health, physical health, employment, housing, vocational rehab, food, basic needs and clothing. Care coordination for all medical and/or behavioral health services shall also be provided. Goals developed in the SDAP will be provided to the LEAD Operations team and will be the basis of care coordination among the collaborative partners,

Service Description.

Central City Concern will employ the following in the provision of services/brokerage:

1. A harm reduction philosophy. Participants will be engaged where they are; they will not be penalized or denied services if they do not achieve abstinence. The goal is to reduce as much as

possible the harm done to themselves and to the surrounding community through problematic drug activity.

2. Participant identified and driven. Once any acute needs of clients have been addressed, the case manager will work with each participant to design a Self-directed Action Plan (SOAP) which will clearly identify the individual's goals while being involved in LEAD. The plan may include assistance with housing, treatment, education, job training, job placement, licensing assistance, small business counseling, child care, or other services.
3. Intensive case management. LEAD Case Managers will have varying levels of expertise, training, and education in order to assemble a diverse, competent multi-disciplinary team to provide comprehensive assessment, planning and service brokerage. Case managers will link diverted individuals to housing, vocational and educational opportunities and services, treatment, and community services. Participants engaged in problematic drug use require a more holistic approach to case management. Individuals may not only need access to medication supported recovery and other drug treatment options; they may also need access to food, housing, legal advocacy, job training, and other services. Intensive case management provides increased support in accessing these services and assistance in many aspects of the participant's life.
4. Peer outreach and support. There is substantial evidence that highly marginalized populations can be engaged by peers whom the potential participants view as knowledgeable about their situation and as credible reports about the value of a program. Ongoing peer engagement provides support for behavioral changes.
5. Trauma informed care perspective. Addressing and understanding client's underlying psychological trauma by listening to clients and working to integrate their voices into their service delivery plan.
6. Specially-tailored interventions to address individual and community needs. Rather than attempting a "one size fits all" approach, community based interventions will be specifically designed for the population.
7. Cultural competency. This is crucial in all aspects of the program, including outreach, case management, and service provision. It is essential that programs tailored to the needs of different racial and ethnic groups, LGBTQ people, immigrants, and other key populations be made available through LEAD program funds. LEAD will not require religious adherence or practice, or advance "reparative" therapies.
8. Outreach. The LEAD Screening/Outreach Coordinator will act as the contact point for all referrals to LEAD case management. This position must ensure effective and efficient communication and collaboration between all partners involved in referring and receiving LEAD qualified individuals.

AMEND:

5.0 Compensation and Fiscal Records

- 4.0 Compensation. County shall compensate CCC for satisfactorily performing the services identified in Section 2: as described in Exhibit A: *Scope of Services*. Payments shall be made on a cost reimbursement basis and disbursements will be made monthly in accordance with the requirements outlined below. Total compensation under this agreement shall not exceed **\$165,000.00**

Reporting Requirements.

Type of Report	Due Date (s)	Information Contained in Report	Deliverables will be sent to:
Participant	Quarterly	Demographic information on participants referred to the LEAD program	vbrown@clackamas.us
Performance Measures	Quarterly	Outcomes as identified above	vbrown@clackamas.us
Motel Stays	Monthly	Described in Exhibit A, #9	vbrown@clackamas.us

Exhibit A: Scope of Service

Central City Concern will have clear processes for conducting outreach and receiving referrals.

Central City Concern will coordinate warm hand-offs with LEAD deputy and screen all LEAD referrals to determine if they choose to participate in the program. Participation in the LEAD program is voluntary. Participants who agree to the program will have an understanding about their responsibility in maintaining LEAD eligibility. Individuals agreeing to services will complete the appropriate release of information, consent forms, and other relevant forms to provide for an open flow of communication and successful service delivery between referent and provider.

Central City Concern will provide appropriate disclosure documents and consents necessary to any individual identified as eligible for LEAD. Once individuals consent to program services, a case manager will be assigned to the client.

Central City Concern will utilize a fully-integrated approach to assessment addressing individual's needs, including substance use, mental health, physical health and basic needs. Central City Concern will ensure that all program staff are adequately trained in the practices utilized and that staff are effectively implementing these practices. Central City Concern will employ motivational enhancement techniques and ensure that all program staff are adequately trained and supervised in these techniques.

Central City Concern will screen and assess all individuals willing to participate. Assigned case managers will schedule an assessment no more than 15 days following the initial screening. For individuals who did not attend their assessment meeting, case managers will attempt to reach out and contact the individual to participate.

Central City Concern will have case managers provide street outreach and intensive case management services to individuals who have difficulty accessing services. The case management services will provide effective coordination of access to services, establishing service linkages with other agencies and providing assistance in obtaining any programs for which a person is eligible.

Central City Concern will provide clinical and administrative supervision, utilize direct observation, coordinate daily huddles to staff individuals and discuss barriers, and participate in care coordination meetings weekly with the LEAD operational team.

Length of services will vary depending on individual need, and placement decisions for substance use referrals will be based on use of the American Society for Addictions Medicine (ASAM) Patient Placement Criteria (PPC) 3rd Edition.

Services shall include assessment, a Self-directed Action Plan (SDAP), case management and referrals to support service needs, including but not limited to substance use, mental health, physical health, employment, housing, vocational rehab, food, basic needs and clothing. Care coordination for all medical and/or behavioral health services shall also be provided. Goals developed in the SDAP will be provided to the LEAD Operations team and will be the basis of care coordination among the collaborative partners,

Service Description.

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1. A harm reduction philosophy. Participants will be engaged where they are; they will not be penalized or denied services if they do not achieve abstinence. The goal is to reduce as much as possible the harm done to themselves and to the surrounding community through problematic drug activity.
2. Participant identified and driven. Once any acute needs of clients have been addressed, the case manager will work with each participant to design a Self-directed Action Plan (SOAP) which will clearly identify the individual's goals while being involved in LEAD. The plan may include assistance with housing, treatment, education, job training, job placement, licensing assistance, small business counseling, child care, or other services.
3. Intensive case management. LEAD Case Managers will have varying levels of expertise, training, and education in order to assemble a diverse, competent multi-disciplinary team to provide comprehensive assessment, planning and service brokerage. Case managers will link diverted individuals to housing, vocational and educational opportunities and services, treatment, and community services. Participants engaged in problematic drug use require a more holistic approach to case management. Individuals may not only need access to medication supported recovery and other drug treatment options; they may also need access to food, housing, legal advocacy, job training, and other services. Intensive case management provides increased support in accessing these services and assistance in many aspects of the participant's life.
4. Peer outreach and support. There is substantial evidence that highly marginalized populations can be engaged by peers whom the potential participants view as knowledgeable about their situation and as credible reports about the value of a program. Ongoing peer engagement provides support for behavioral changes.
5. Trauma informed care perspective. Addressing and understanding client's underlying psychological trauma by listening to clients and working to integrate their voices into their service delivery plan.
6. Specially-tailored interventions to address individual and community needs. Rather than attempting a "one size fits all" approach, community based interventions will be specifically designed for the population.
7. Cultural competency. This is crucial in all aspects of the program, including outreach, case management, and service provision. It is essential that programs tailored to the needs of different racial and ethnic groups, LGBTQ people, immigrants, and other key populations be made available through LEAD program funds. LEAD will not require religious adherence or practice,

or advance "reparative" therapies.

8. Outreach. The LEAD Screening/Outreach Coordinator will act as the contact point for all referrals to LEAD case management. This position must ensure effective and efficient communication and collaboration between all partners involved in referring and receiving LEAD qualified individuals.
9. Authorization of motel funds for up to two weeks of stay for a LEAD client will be made at the determination of Central City Concern staff, and any and all liabilities with respect to the LEAD client's stay in a motel will be assumed by Central City Concern.

When submitting monthly reports Central City Concern will indicate how many clients were lodged in a motel, at what rate, for how many days, and for what reason. The following is a non-exhaustive list of eligible uses. If funds are spent for a motel stay for a LEAD client beyond one of these eligible uses, Central City Concern will state the reason in its monthly report.

- Medical vulnerability
- Stabilization prior to appointment (e.g., job interview, mandated court appearance, housing or treatment intake).
- Maintaining vital communication. If Central City Concern staff would otherwise be unable to be in contact with the client and such contact is essential to furthering the client's service plan objectives.

In most circumstances a LEAD client's motel stay should not exceed two weeks. If Central City Concern staff see a need to extend a stay beyond two weeks they will see first seek authorization from the Health, Housing & Human Services contract administrator.

SIGNATURE PAGE

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

CENTRAL CITY CONCERN
232 NW 6th
Portland, Oregon 97209

CLACKAMAS COUNTY

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

Signing on Behalf of the Board



Sarah Chisholm
Chief Financial Officer

Richard Swift, Director
Health, Housing and Human Services

COPY

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #159159 with the State of Oregon,
Acting by and through its Oregon Health Authority, for the operation and financing of
Community Mental Health, Addiction Treatment, Recovery & Prevention Services,
and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County
Dollar Amount and Fiscal Impact	Revenue contract with a maximum value of \$13,357,618.82
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority
Duration	Effective July 1, 2019 and terminates December 31, 2020
Previous Board Action	2017-19 biennial agreement was reviewed and approved by Board June 8, 2017, Agenda Item 060817-A11
Counsel Review	Reviewed and approved by Counsel June 11, 2019
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	#9334

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Intergovernmental Agreement #159159 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Program Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

This Agreement is effective July 1, 2019 and terminates December 31, 2020, with a maximum value of \$13,357,618.82.

Healthy Families. Strong Communities.

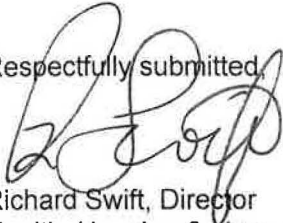
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

Clackamas.us/h3s

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Richard Swift, H3S Director, to sign the Agreement, Document Return Statement, and future amendments to this Agreement 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 & Human Services Department

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

AGREEMENT # 159159

**2019-2021 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF COMMUNITY MENTAL HEALTH, ADDICTION TREATMENT,
RECOVERY, & PREVENTION, AND PROBLEM GAMBLING SERVICES**

This 2019-21 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services (the "Agreement") is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and **Clackamas County**, a political subdivision of the State of Oregon ("County").

RECITALS

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

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

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

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

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

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

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

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

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

AGREEMENT

1. **Effective Date and Duration.** This Agreement shall become effective on July 1, 2019. Unless terminated earlier in accordance with its terms, this Agreement shall expire on December 31, 2020.
2. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

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

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

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

3. Signatures.

Clackamas County

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

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

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved by: Director, OHA Health Systems Division

By:

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Business Transaction Unit, on May 9, 2019; email in Contract file.

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Personal Services Contract with Addus Healthcare, Inc. d/b/a Addus Homecare for Oregon Project for Independence In-home Care Services

Purpose/Outcomes	To provide Oregon Project for Independence (“OPI”) funded in-home care for to Clackamas County residents. These services enable residents to remain in their community.
Dollar Amount and Fiscal Impact	The maximum total contract value is \$285,000.00 over 5 years.
Funding Source	The Oregon Project Independence (OPI) allocated State General Funds - no County General Funds are involved.
Duration	Effective from date of execution through June 30, 2020, with four (4), one (1) year renewal options.
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 by addressing needs of older adults in the community.
Counsel Review	Counsel Approved as to Form on June 11, 2019
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9192

BACKGROUND:

The purpose of the in-home services to be provided is to assist frail, at-risk Clackamas County residents 60 years or older, or under age 60 with a diagnosis of Alzheimer’s Disease or a related neurological disorder, to remain living in their homes and maintain the highest level of independence possible. The desired outcomes of this contract are; to provide services for the client which will stabilize the client's environment and, if possible, to maintain and improve the client's condition.

Procurement Process

On October 2, 2018, a Request for Proposals (RFP) was posted. The RFP closed November 6, 2018, and the review committee recommended Addus Healthcare, Inc. d/b/a Addus Homecare to be awarded a contract. The contract would be effective upon the date of execution through June 30, 2020, with four (4), one (1) year renewal options. County Counsel reviewed and approved this contract as to form.

RECOMMENDATION:

Staff recommends Board approval of this contract and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

Richard Swift, Director
Health, Housing and Human Services

Placed on the Agenda of _____ by the Procurement Division



CLACKAMAS COUNTY PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between **Addus Healthcare, Inc. d/b/a Addus Homecare** ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **June 30, 2020**. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured. This Contract may be renewed for up to four (4), one (1) year terms.

2. Scope of Work. Contractor will provide the following personal/professional services: To provide in-home care services under the Oregon Project for Independence ("OPI") ("Work"), further described in **Exhibit A**.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **twenty-five thousand dollars (\$25,000.00)** for Work performed from the contract effective date through June 30, 2019. From July 1, 2019 through June 30, 2020, the maximum annual payments under this Contract shall not exceed **sixty-five thousand dollars (\$65,000.00)**. This Contract's maximum not to exceed total contract value is **two hundred eighty-five thousand dollars (\$285,000.00)**, for accomplishing the Work required by this Contract and all possible renewal terms thereto. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: Yes No

If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <http://www.clackamas.us/bids/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, and F.

6. Contractor and County Contacts.

County Contact:

Name: Clackamas County Health, Housing, & Human Services Department, Social Services Division

Address: 2051 Kaen Road, Oregon City, OR 97045

Contractor Contract Administrator: Stephanie Reid-Danielson

Phone No.: 503-364-6443

Email: Stefanieriei@co.clackamas.or.us

Contractor Contact:

Name: Addus Healthcare, Inc. d/b/a Addus Homecare

Address: 142 Glynbrook Street North, Suite 100

Contractor Contract Administrator: Heather Hall

Phone No.: 503-364-6443

Email: hhall@addus.com and natlcontracts@addus.com

MWESB Certification: DBE # MBE # WBE # ESB #

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor’s surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor’s employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee’s wages to provide such services.
- 5. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

- 6. GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract 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.
- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit D)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit C**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous

amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under

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

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

- 28. CONFIDENTIALITY.** Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County. Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall

identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

29. HIPAA COMPLIANCE. Subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standard of Privacy of Individuals Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E, the County is required to enter into a Business Associate Agreement, attached hereto as Exhibit F, with the Contractor prior to the commencement of any work under this Contract. Contractor acknowledges and agrees that protected health information ("PHI") disclosed by County to Contractor may only be used by or disclosed to Contractor pursuant the Business Associate Agreement or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Contractor agrees to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.

30. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, volunteers or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information or access to County facilities. County's acceptability standards include Contractor and all of its employees, agents, volunteers or subcontractors that perform services under this Contract having met the provider requirements set forth in Oregon Administrative Rules ("OAR") OAR 407-007-0200 through 407-007-0370, ORS 181A195 and 181A200 and ORS 443.004.

a. Contractor shall meet this requirement by processing criminal record checks via the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for all Contractor's subject individuals.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A
SCOPE OF WORK**

Contractor shall perform all Work in accordance with the following requirements and specifications. Work is further described in Exhibits B and F.

The County Contract Administrator for this Contract is: Stefanie Reid-Danielson Stefanierei@co.clackamas.or.us, 503-655-8330, 2051 Kaen Road, Oregon City, OR 97045; Social Services Division, Health, Housing & Human Services Department.

CONSIDERATION

- a. Time and material rates as further described by the following hourly rates:

Type of Work*	Hourly Rate
Home Care/Independent Activities of Daily Living Care	\$24.72/hr.
Personal Care/Activities of Daily Living Care	\$24.72/hr.
Nursing Care Service	\$65.00/hr.

*Each Type of Work is further defined in Exhibit B.

- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed a sum of **twenty-five thousand dollars (\$25,000.00)** for Work performed from the contract effective date through June 30, 2019. From July 1, 2019 through June 30, 2020, the maximum annual payments for Work shall not exceed **sixty-five thousand dollars (\$65,000.00)**. The maximum not to exceed total Contract value is **two hundred eighty-five thousand dollars (\$285,000.00)** for accomplishing the Work required by this Contract and all possible renewal terms thereto.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

ADDITIONAL REQUIREMENTS

- 1. Client Co-Pays, defined as program income generated by the use of COUNTY funds, shall be used to offset monthly reimbursement requests, and shall be recorded and accounted for separately in the reimbursement requests and the books of record.

2. Reimbursement to CONTRACTOR is contingent upon COUNTY receiving OPI funds from the State of Oregon. Reimbursement is also contingent upon CONTRACTOR meeting all conditions (performance standards and criteria) set forth in the Contract. Final reimbursement will be withheld pending submission and approval of all required reports as listed in Paragraph 6, sections A and B below, .

3. The COUNTY Contract Administrator shall be the ADS Contract Coordinator, or such other person as shall be designated in writing to the CONTRACTOR by the Director of Social Services Division. The Contract Administrator is authorized to approve invoices, make site inspections, and be the COUNTY representative in matters related to this contract. The CONTRACTOR shall designate in writing to the COUNTY one or more representatives who shall be authorized to sign the invoices and accompanying program activity reports and to be the CONTRACTOR representative in matters relating to this contract.

4. Mandatory Reporting of Elder Abuse. Contractor shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the CONTRACTOR's clients to whom the CONTRACTOR provides services

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

6. CONTRACTOR must comply with the following performance standards:

A. HOME CARE/ Independent Activities of Daily Living Care

Performance Standard 1: To provide contracted hours of Home Care for COUNTY clients

Elements:

- 1a. Client records are set up for all Home Care clients. 100% of clients have records.
- 1b. Home Care Supervisor or designee conducts client home visit to develop care plan or task list within ten (10) working days of initial service authorization.
95% compliance required.
- 1c. Home Care Supervisor or designee conducts conference with home care aide during which care plan information is provided. 95% compliance required.
- 1d. Supervisor assessment is provided to referred clients within 10 working days from verbal referral from County OPI Case Manager. Aide services are provided within 5 working days of written authorization. CONTRACTOR endeavors to provide services within 24 hours on urgent cases. 90% compliance required.
- 1e. Percentage of authorized versus served hours will be at least 80%. Refer to itemized monthly billing to determine compliance.

Performance Standard 2: To evaluate client condition and quality of service provided.

Elements:

- 2a. Client Records are kept complete and current, reflecting client status and tracking relevant interaction with client, CONTRACTOR personnel and County OPI Case Managers. All entries are dated and legible and all forms are attached or secured.
90% compliance required.
- 2b. Home Care Supervisor or designee will conduct aide supervisory and home evaluation visits at least every 180 days following the initial visit.

85% compliance required.

Performance Standard 3: To keep County OPI Case Mangers informed of client conditions and conformance to authorized versus served requirements.

Elements:

- 3a. Copy of Care Plan is sent to County OPI Case Mangers within 21 calendar days of Annual assessment visit. 95% compliance required.
- 3b. OPI Case Manager is notified by Home Care Supervisor or designee of results of evaluation visits and Home Care Aide reports of client related issues/ concerns within 5 working days of evaluation. 90% compliance required.
- 3c. Urgent client related issues/concerns will be phoned to COUNTY and written documentation from CONTRACTOR will follow within one (1) working day. 95% compliance required.
- 3d. Home Care Supervisor or designee will attend scheduled staffing/meetings with each OPI case manager. 90% compliance required.

B. Activities of Daily Living (“ADL”)/PERSONAL CARE

Performance Standard 1: To provide contracted hours of ADL/Personal Care for County OPI clients

Elements:

- 1a. Client records are set up for all ADL/Personal Care clients. 100% of clients have records.
- 1b. Prior to start of service an R.N. evaluation will be conducted with the client. 95% compliance required.
- 1c. Personal Care Supervisor or designee conducts conference with aide during which Personal Care Plan information is provided. 95% compliance required.
- 1d. An R.N. evaluation will be conducted within 5 working days of verbal authorization from County OPI Case Manager. Aide services are provided to client within 5 working days of written authorization on non-urgent cases. CONTRACTOR endeavors to provide services within 24 hours on urgent cases. 90% compliance required.
- 1e. Personal Care Plan will be sent to physician for information; when appropriate. 95% compliance required.
- 1f. Percentage of authorized versus served hours will be at least 80%. Refer to itemized monthly billing to COUNTY.

Performance Standard 2: To evaluate client condition and quality of care provided.

Elements:

- 2a. Client Records are kept complete and current, reflecting client status and tracking relevant interaction with client, CONTRACTOR personnel and County Case Mangers. All entries are dated and legible and all forms are attached or secured.
90% compliance required.
- 2b. R.N. Supervisor will perform home evaluation and aide supervisory visits at least every ninety (90) to one hundred eighty (180) calendar days to assess quality of service and condition of client, and to update the Personal Care Plan.

95% compliance required.

- 2c. Personal Care Plans will be updated, sent to physician for information, and distributed to COUNTY and CONTRACTOR client records, as appropriate.

95% compliance required.

Performance Standard 3: To keep County OPI Case Mangers informed of client conditions and conformance to authorized versus served requirements.

Elements:

- 3a. Copies of initial and updated Personal Care Plans are sent to County OPI Case Mangers within 21 calendar days of verbal authorization or evaluation visit respectively. 95% compliance required.
- 3b. OPI Case Manager is notified by Personal Care Supervisor or designee of changes to Personal Care Plan that affect provided services within 5 working days.
90% compliance required.
- 3c. Urgent client related issues/concerns will be phoned to COUNTY and written documentation from CONTRACTOR will follow within one (1) working day.
95% compliance required.
- 3d. Personal Care Supervisor or designee will attend scheduled staffing/meetings with County OPI Case Management staff. 90% compliance required.

C. RN Services

Performance Standard 1: To provide authorized hours of Medication Management and/or Nail car for County OPI clients

Elements:

- 1a. Setting up and/or monitoring medication as authorized in Care Plan/546
- 1b. Nail care for client as authorized in Care Plan/546

EXHIBIT B
RFP #2018-86 OPI In-home Care Services

**EXHIBIT C
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Required by County Not required by County

Sexual Molestation/Abuse insurance combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

6. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

7. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT E
VENDOR RESPONSE

EXHIBIT G BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into upon signature of the Parties (“Effective Date”) by and between Clackamas County on behalf of its Health, Housing, and Human Services, Behavioral Division (“Covered Entity”) and **Addus Healthcare, Inc. d/b/a Addus Homecare** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

- 1.10 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.12 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business

- Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
 - 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
 - 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
 - 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
 - 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
 - a. Use for management and administration. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
 - b. Disclose for management and administration. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business

Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:

- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
- b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
- d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

6.1 Term. The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 Termination for Cause. Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. Return or Destruction of PHI Infeasible. In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Regulatory references. A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 Compliance with law. In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.

- 7.4 Indemnification by Business Associate. Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its elected officials, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate’s breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 Survival. The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.
- 7.7 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between Covered Entity and Business Associate 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.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Addus Healthcare, Inc. DBA Addus Homecare

Covered Entity
Clackamas County

By: _____

By: _____
 Richard Swift

Title: _____

Title: _____ Director, H3S

Date: _____

Date: _____

Board of County Commissioners
Clackamas County

**Approval of Contract with 22nd Century Technologies, Inc., AB
Staffing Solutions LLC., and Infojini Inc. to provide
Medical Staffing Services**

Purpose/ Outcomes	This contract will provide temporary staffing for healthcare providers to the Clackamas County clinics for staffing shortages.
Dollar Amount and Fiscal Impact	The contract value is \$100,000.00 per fiscal year for a maximum total contract value of \$1.5 M for four years.
Funding Source	253-3510-8500-431545 253-3510-8530-431545 253-3510-8540-431545 253-3510-8543-431545 253-3510-8544-431545 253-3510-8550-431545 253-3511-8501-431545 253-3511-8551-431545 253-3610-8545-431545 253-3610-8600-431545 253-3610-8601-431545 253-3610-8610-431545
Duration	Contract signing through June 30, 2023
Previous Board Action	N/A
Strategic Plan Alignment	1. Provide patient-centered health center services to vulnerable populations so they can experience improved health. 2. Ensure safe, healthy and secure communities.
Counsel Review	May 15, 2019
Contact Person	Ed Johnson, H3S Financial Service Manager 503-742-5325
Contract Number	

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) provides healthcare services to the community through its health clinics. A key component to the operations are the daily staffing levels for each clinic. Due to both unforeseen and planned temporary absences of the providers, CCHCD needs to have a staffing solution in place. Through a competitive RFP process, CCHCD selected multiple vendors to provide permanent and temporary staffing services. These vendors will act in an “on-call” capacity to ensure there is no break in services provided by CCHCD clinics.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on November 21, 2018. Proposals were closed on December 19, 2018 at 2:00PM. The County received 11 proposals: 22nd Century Technologies, AB Staffing, Alliance Recruiting Resources, AMN Healthcare, Barton Associates, D&Y Staffing, Infojini, Jackson and Coker, Maxim Healthcare, THMED LLC and Vista Staffing. Final evaluations determined that 22nd Century Technologies, AB Staffing and Infojini, were the highest ranking proposers and could meet the needs of the County. The total contract amount is not to exceed \$400,000.

County Counsel has reviewed this contract.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners, acting as the governing body of the County, approve and execute the Contract between Clackamas County and 22nd Century Technologies, AB Staffing and Infojini, for the Health Housing and Human Services.

Respectfully submitted,

Richard Swift, Director

Placed on the Agenda of _____ by the Procurement Division



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between 22nd Century Technologies, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Health, Housing and Human Services.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. Upon the mutual written consent of the parties, the Contract may be renewed for one (1) additional year. Expiration of the Contract shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: to provide Locum Tenens and medical professional permanent placement staffing services ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed One Hundred Thousand dollars (\$100,000.00), and for a total contract value sum, including any optional renewal, not to exceed Four Hundred Thousand dollars (\$400,000.00), for accomplishing the Work required by this Contract. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, F and G.

6. Contractor Data.

22nd Century Technologies, Inc.

Address: 220 Davidson Avenue, Suite # 118, Somerset, New Jersey, 08873

Contractor Contract Administrator: Eva Gaddis-McKintg

Phone No.: 888-998-7284

Email: govt@tscti.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract 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.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County

to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated

pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

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

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information, or access to County facilities.

30. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

31. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, IS AN INDEPENDENT CONTRACTOR, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT, AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall complete work as outlined in the Request for Proposal #2018-114, issued December 19, 2018, hereby included as **Exhibit D**, and the vendor's response, hereby included as **Exhibit E**.

The County Contract administrator for this Contract is: Ed Johnson.

CONSIDERATION

- a. Consideration Rates – Time and Material as listed within Exhibit F.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the annual sum of \$100,000.00 for a total maximum sum, including any optional renewal, of \$400,000.00. Invoices shall be submitted to: Health Centers AP at 2051 Kaen Road, Oregon City, Oregon 97045 or via email at healthcenterap@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Medical Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$3,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

4. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

5. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

6. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

- 7. HIPAA Compliance.** Subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standard of Privacy of Individuals Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E, the County is required to enter into a Business Associate Agreement, attached hereto as Exhibit G, with the Contractor prior to the commencement of any work under this Contract. Contractor acknowledges and agrees that protected health information (“PHI”) disclosed by County to Contractor may only be used by or disclosed to Contractor pursuant the Business Associate Agreement or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Contractor agrees to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.
- 8. Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
RFP #2018-114
Medical Staffing Services
Issued December 19, 2018

EXHIBIT E
VENDOR'S RESPONSE

**EXHIBIT F
FEE SCHEDULE**

EXHIBIT G
QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract # 2018-114 Medical Staffing Services

This Qualified Service Organization Business Associate Agreement (“Agreement”) is **effective upon both parties signatures** (“Effective Date”) by and between **Clackamas County Health, Housing and Human Services, Health Centers** (“Covered Entity”), Health Centers Division Alcohol and Drug Treatment Program (“Program”) and **22nd Century Technologies, Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.

7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.

7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
22nd Century Technologies, Inc.

Covered Entity
Clackamas County Board of County Commissioners

By: _____
Signature Authority

By: _____
Chair

Title: _____

Title: _____

Date: _____

Date: _____



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between AB Staffing Solutions, LLC ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Health, Housing and Human Services.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. Upon the mutual written consent of the parties, the Contract may be renewed for one (1) additional year.

2. Scope of Work. Contractor will provide the following personal/professional services: to provide Locum Tenens and medical professional permanent placement staffing services ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed One Hundred Thousand dollars (\$100,000.00), and for a total contract value sum, including any optional renewal, not to exceed Four Hundred Thousand dollars (\$400,000.00), for accomplishing the Work required by this Contract.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, F and G.

6. Contractor Data.

AB Staffing Solutions LLC
Address: 3451 S. Mercy Road, Gilbert, Arizona 85297
Contractor Contract Administrator: Travis Schugg
Phone No.: 480-302-8968
Email: travis@abstaffing.com
MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract 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.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, 21 and 29.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County

to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated

pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

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

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. HIPAA Compliance. Subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standard of Privacy of Individuals Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E, the County is required to enter into a Business Associate Agreement, attached hereto as Exhibit G, with the Contractor prior to the commencement of any work under this Contract. Contractor acknowledges and agrees that protected health information ("PHI") disclosed by County to Contractor may only be used by or disclosed to Contractor pursuant the Business Associate Agreement or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Contractor agrees to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.

30. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information, or access to County facilities.

31. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall complete work as outlined in the Request for Proposal #2018-114, issued December 19, 2018, hereby included as **Exhibit D**, and the vendor's response, hereby included as **Exhibit E**.

The County Contract administrator for this Contract is: Ed Johnson.

CONSIDERATION

- a. Consideration Rates – Time and Material as listed within Exhibit F.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the annual sum of \$100,000.00 for a total maximum sum, including any optional renewal, of \$400,000.00. Invoices shall be submitted to: Health Centers AP at 2051 Kaen Road, Oregon City, Oregon 97045 or via email at healthcenterap@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Medical Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$3,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

4. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

5. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

6. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

8. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
RFP #2018-114
Medical Staffing Services
Issued December 19, 2018

EXHIBIT E
VENDOR'S RESPONSE

**EXHIBIT F
FEE SCHEDULE**

EXHIBIT G
QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract # 2018-114 Medical Staffing Services

This Qualified Service Organization Business Associate Agreement (“Agreement”) is **effective upon both parties signatures** (“Effective Date”) by and between **Clackamas County Health, Housing and Human Services, Health Centers** (“Covered Entity”), Health Centers Division Alcohol and Drug Treatment Program (“Program”) and **AB Staffing Solutions, LLC**. (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.

7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.

7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
AB Staffing Solutions, LLC

Covered Entity
Clackamas County Board of County Commissioners

By: _____
Signature Authority

By: _____
Chair

Title: _____

Title: _____

Date: _____

Date: _____



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Infojini Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of Health, Housing and Human Services.

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2023. Upon the mutual written consent of the parties, the Contract may be renewed for one (1) additional year.

2. Scope of Work. Contractor will provide the following personal/professional services: to provide Locum Tenens and medical professional permanent placement staffing services ("Work"), further described in Exhibit A.

3. Consideration. The County agrees to pay Contractor, from available and authorized funds, an annual sum not to exceed One Hundred Thousand dollars (\$100,000.00), and for a total contract value sum, including any optional renewal, not to exceed Four Hundred Thousand dollars (\$400,000.00), for accomplishing the Work required by this Contract.

4. Travel and Other Expense. Authorized: [X] Yes [] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: http://www.clackamas.us/bids/terms.html.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, F and G.

6. Contractor Data.

Infojini Inc.

Address: 10015 Old Columbia Road, Suite 215, Columbia, Maryland 21046

Contractor Contract Administrator: Sandeep Harjani

Phone No.: 443-257-0086

Email: statebids@infojiniconsulting.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract 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.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor at the address or number set forth in Section 1 of this Contract, or to such other

addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (D) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, 21 and 29.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor’s warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County

to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated

pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

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

28. CONFIDENTIALITY. Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the

nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines, and corrective actions (including credit monitoring and identity restoration services) arising from disclosure of such Confidential Information caused by a data breach or a breach of Contractor's confidentiality obligations hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

29. HIPAA Compliance. Subject to the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996 and its implementing regulation, the Standard of Privacy of Individuals Identifiable Health Information at 45 C.F.R. Part 160 and 164, Subpart A and E, the County is required to enter into a Business Associate Agreement, attached hereto as Exhibit G, with the Contractor prior to the commencement of any work under this Contract. Contractor acknowledges and agrees that protected health information ("PHI") disclosed by County to Contractor may only be used by or disclosed to Contractor pursuant the Business Associate Agreement or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. Contractor agrees to comply with any and all applicable privacy laws including without limitation, 42 C.F.R. Part 2.

30. CRIMINAL BACKGROUND CHECK REQUIREMENTS. Contractor shall be required to have criminal background checks (and in certain instances fingerprint background checks) performed on all employees, agents, or subcontractors that perform services under this Contract. Only those employees, agents, or subcontractors that have met the acceptability standards of the County may perform services under this Contract or be given access to Personal Information, Confidential Information, or access to County facilities.

31. KEY PERSONS. Contractor acknowledges and agrees that a significant reason the County is entering into this Contract is because of the special qualifications of certain Key Persons set forth in the contract. Under this Contract, the County is engaging the expertise, experience, judgment, and personal attention of such Key Persons. Neither Contractor nor any of the Key Persons shall delegate performance of the management powers and responsibilities each such Key Person is required to provide under this Contract to any other employee or agent of the Contractor unless the County provides prior written consent to such delegation. Contractor shall not reassign or transfer a Key Person to other duties or positions such that the Key Person is no longer available to provide the County with such Key Person's services unless the County provides prior written consent to such reassignment or transfer.

32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall complete work as outlined in the Request for Proposal #2018-114, issued December 19, 2018, hereby included as **Exhibit D**, and the vendor's response, hereby included as **Exhibit E**.

The County Contract administrator for this Contract is: Ed Johnson.

CONSIDERATION

- a. Consideration Rates – Time and Material as listed within Exhibit F.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the annual sum of \$100,000.00 for a total maximum sum, including any optional renewal, of \$400,000.00. Invoices shall be submitted to: Health Centers AP at 2051 Kaen Road, Oregon City, Oregon 97045 or via email at healthcenterap@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Medical Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$3,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

4. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

5. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$500,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

6. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

8. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
RFP #2018-114
Medical Staffing Services
Issued December 19, 2018

EXHIBIT E
VENDOR'S RESPONSE

**EXHIBIT F
FEE SCHEDULE**

EXHIBIT G
QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

QUALIFIED SERVICE ORGANIZATION BUSINESS ASSOCIATE AGREEMENT

Contract # 2018-114 Medical Staffing Services

This Qualified Service Organization Business Associate Agreement (“Agreement”) is **effective upon both parties signatures** (“Effective Date”) by and between **Clackamas County Health, Housing and Human Services, Health Centers** (“Covered Entity”), Health Centers Division Alcohol and Drug Treatment Program (“Program”) and **Infojini Inc.** (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996 and its regulations (“HIPAA”), and Confidentiality of Substance Use Disorder Patient Records, 42 CFR Part 2 (“Confidentiality Rule”).

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate as defined under 45 CFR §160.103 for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Services Agreement”);

Whereas, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules **and** the Confidentiality Rule;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 “Breach” is any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within a Workforce member’s course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Workforce members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Disclose” or “disclosure” shall have the meaning given to such terms under the Confidentiality Rule, 42 CFR §2.11.
- 1.5 “Effective Date” shall be the Effective Date of this Agreement.
- 1.6 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Agreement.
- 1.7 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.8 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.9 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

- 1.10 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.11 “Program” shall have the meaning given to such term under the Confidentiality Rule, 42 CFR §2.11.
- 1.12 “Protected Health Information” or “PHI” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.13 “Protected Information” shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity’s behalf.
- 1.14 “Qualified Service Organization” shall have the meaning defined under the Confidentiality Rule, 42 CFR §2.11.
- 1.15 “Required by Law” shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.16 “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.17 “Security Incident” shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.18 “Unsecured Protected Health Information” shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.19 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI. Notwithstanding the preceding language of this subsection, Business Associate acknowledges that PHI obtained by the Business Associate relating to individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule. This information received from the Covered Entity, is protected by the Confidentiality Rule and therefore the Business Associate is specifically prohibited from re-disclosing such information to agents or subcontractors without specific written consent of the subject Individual;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual’s designee as necessary to meet the Covered Entity’s obligations under 45 CFR §164.524; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;

- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To comply with the confidentiality, disclosure and re-disclosure requirements of the Confidentiality Rule as applicable;
- 2.11 To resist any efforts in judicial proceedings any efforts to obtain access to the PHI protected by the Confidentiality Rule except as expressly provided for in the Confidentiality Rule;
- 2.12 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.13 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the PHI. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.14 To retain records related to the PHI hereunder for a period of six (6) years unless this Agreement is terminated prior thereto. In the event of termination of this Agreement, the provisions of Section V of this Agreement shall govern record retention, return or destruction;
- 2.15 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 The Covered Entity and the Business Associate agree that this Agreement constitutes a Qualified Service Organization Agreement as required by the Confidentiality Rule. Accordingly, information obtained by the Business Associate relating to Individuals who may have been diagnosed as needing, or who have received, substance use disorder treatment services, diagnosis or referral for treatment shall be maintained and used only for the purposes intended under this Agreement and in conformity with all applicable provisions of the Confidentiality Rule.
- 3.2 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.3 Except as otherwise limited in this Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Confidentiality or HIPAA Rules if done by the Covered Entity; and,
- 3.4 Except as otherwise limited in this Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate so long as such use is also permitted by the Confidentiality Rule; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. PHI that is also subject to the Confidentiality Rule cannot be disclosed to a third party except as permitted under the Confidentiality Rule.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. The Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity, except as set forth in Section 3.3 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
 - b. By notice in plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate involved is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
 - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

- 6.1 **Term.** The term of this Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Agreement and Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Agreement if the Covered Entity has breached a material term of this Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.

b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 **Regulatory references.** A reference in this Agreement to the Confidentiality Rule, HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.

7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.

7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time. All amendments must be in writing and signed by both Parties.

7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Section II and III of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Agreement shall survive the termination of the Services Agreement and this Agreement.

7.6 **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to first comply with the Confidentiality Rule and second to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Infojini Inc.

Covered Entity
Clackamas County Board of County Commissioners

By: _____
Signature Authority

By: _____
Chair

Title: _____

Title: _____

Date: _____

Date: _____



DAN JOHNSON
DIRECTOR

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

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**A BOARD ORDER APPROVING SOLID WASTE MANAGEMENT FEE
ADJUSTMENTS**

Purpose/Outcomes	A Board Order approving Solid Waste Management fee adjustments for collection service
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Duration	Subject to Annual Review
Previous Board Action/Review	Study Session: June 11, 2019.
Strategic Plan Alignment	Build public trust through good government and Ensure safe, healthy and secure communities
Counsel Review	Reviewed and approved by County Counsel on June 11, 2019
Contact Person	Rick Winterhalter, Sr. Sustainability Analyst DTD Sustainability & Solid Waste 503-742-4466

Background:

The Sustainability & Solid Waste Program of the Department of Transportation and Development (DTD) is responsible for managing the County's Integrated Solid Waste Collection System. This includes an annual review of the production records of the nine franchised solid waste collection companies. The purpose of the review is to ensure that solid waste collection services are provided to residents and businesses safely, cost-effectively, efficiently, and in a manner that supports the benefits of recovering materials from the system. The review is used to establish the fees charged for the variety of services required by the County and ensure a fair return to the collectors. The review process is assisted by a contracted certified public accountant to review franchisee financial records, create summaries and provide analysis.

Historically the County has recognized the administrative and strategic value of an annual review, coupled with annual adjustments *as necessary*, to keep fees and real costs aligned. The adjustments may come in the form of fee increases, additional collection services or a combination. This governance model prevents large and unexpected increases resulting from a less frequent review.

The County is divided into four fee zones: 1) Urban; 2) Rural; 3) Distant Rural and 4) Mountain. The Urban zone is within the Metro Urban Growth Boundary established prior to March 2003. Zones are differentiated by services offered (curbside Yard Debris service is not offered outside the Urban zone) and the distances traveled between houses and from disposal sites.

The Solid Waste Commission recommended increasing fees in 2018. The Board adopted and made effective new fees on May 1, 2018. Last year's review focused primarily on determining the increase required to provide adequate revenue to address the unprecedented and unanticipated increasing costs to process recyclables. The adjusted returns to revenue in the Urban zone fall within the acceptable range of 8-12%. The combined rural zone is at the bottom of the range. The total composite is approaching the 10% target.

The Metro Council has adopted an increase to the cost of yard debris disposal of \$6.38 per ton effective July 1, 2019. The cost to dispose garbage is not increasing. (*See Attached Metro Fee report*)

Annual Fee Review and Recommendations

Cart & Container Fees

In this year's review, focus continued on the increasing costs to process recyclables. The primary driver for increasing processing costs is the continued drop of prices paid for the material. However, the material collected for recycling continues to be sold to manufacturers where the environmental benefits of recycling are realized. Additionally, labor, health benefits and a slight increase in yard debris disposal is considered in the proposed increase. The cost of disposing yard debris is projected to increase by 6.7%.

These are the primary drivers for the proposed fee adjustment, to take effect on July 1, 2019. Using the most common service level, the 32-gallon can/cart collected weekly, as an example the fee would increase from \$32.55 to \$33.15 per month (a \$0.60 increase) in the Urban fee zone. Residential customers in the Rural fee zone would see an increase of \$0.85 per month. The proposed increase for the Distant Rural and Mountain zones is \$0.75. All other classes of service follow similar proposed increases, relative to the 35 gallon cart. (*See AttachedFeeBackground*)

The following tables illustrate the recommended proposed fees for each zone, along with a historical review of adjustments. The 32-35 gallon can/cart is the predominant service level. (See Attached Composite Summaries)

Residential 35 gallon cart	Current	Proposed	Change	
Urban	\$32.55	\$33.15	\$0.60	1.8%
Rural	\$29.35	30.20	\$0.85	2.9%
Distant Rural	\$34.35	35.10	\$0.75	2.2%
Mountain Zone	\$35.60	36.35	\$0.75	2.1%

Recent History of Monthly 32-Gallon Cart / Can Fees							
	2013	2014	2015	2016	2017	2018	Proposed
Urban	\$28.90	\$28.90	\$29.95	\$30.05	\$30.05	\$32.55	\$33.15
Rural	25.60	25.60	26.25	26.35	26.35	\$29.35	30.20
Distant Rural	30.60	30.60	31.25	31.35	31.35	\$34.35	35.10
Mountain	31.85	31.85	32.50	32.6	32.6	\$35.60	36.35

Staff also recommends an increase for commercial container service based on cubic yard serviced. This reflects the adjustments to labor, disposal and processing costs as mentioned above and a revenue adjustment to bring them into the range.

Commercial Container Fee Monthly Increase	
Fee Zone	Per Cubic Yard
Urban	\$0.20
Rural/Distant Rural/Mountain	\$0.50

Drop Box Fees

The returns in drop box service are below the targeted range. This is placing downward pressure on the composite returns. The Commission recommended an increase in general drop box service fees in 2017. The following table illustrates the proposed increase to drop box services for 2019.

Open Box	Current	Proposed	Change	
10 and 20 cu.yd	\$125.00	\$150.00	20.0%	\$25.00
30 cu.yd	\$145.00	\$160.00	10.3%	\$15.00
40 cu.yd	\$165.00	\$170.00	3.0%	\$ 5.00

NOTE: The fees adopted by the Board for drop box service do not include the cost of disposal at a landfill or transfer station. The franchisee pass that cost through to the customer separately.

The fee increases presented are proposed to take effect on July 1, 2019.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners adopt the Solid Waste Management Fee Schedules as presented in Exhibit A effective July 1, 2019.

Sincerely,

Eben Polk
Sustainability & Solid Waste Supervisor
Attachments

For information on this issue or the attachments, please contact Rick Winterhalter at 503-742-4466 or rickw@clackamas.us.

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 19-1433 FOR THE PURPOSE OF ADOPTING
SOLID WASTE CHARGES AND USER FEES FOR FY 2019-20.

Date: March 14, 2019

Presented by: Cinnamon Williams, FRS/PES (Ext. 1695)

Summary

The Property & Environmental Services Finance Manager proposes the new solid waste rates as part of the budget process. The changes are needed to keep current with costs and tonnage flows.

Main points of this legislation.

- Metro's tip fee for garbage will remain at \$97.45 in FY 2019-20, which provides consistent and predictable fees for the region.
- Transaction fees will remain unchanged at \$10 for staffed loads (fees paid by self-haulers) and \$2 for automated loads.
- The minimum load size will be remain 360 pounds with a minimum \$28 per load charge.
- Tip fee increases are proposed for residential organic waste accepted at Metro regional transfer stations. This increase stems from increases in Metro's per-ton contract cost and lower tonnage forecast, creating more of a fixed cost burden on the ton. The rate model also suggests an increase of \$13.76 per ton for commercial organics, however, staff is proposing to keep the rate flat to support Metro's recovery work in this area. The impact of this rate buy-down is projected to be \$228,161 in FY 2019-20. This rate decision will be reviewed annually for appropriateness.
- Tip fees for clean wood and yard debris have increased, \$7.39 and \$6.38 per ton due to increases in Metro's per-ton contract costs.

Adoption of Ordinance No. 19-1433 would authorize the following charges at Metro regional transfer stations, effective July 1, 2019.

Table 1. Proposed Solid Waste Charges at Metro Regional Transfer Stations
Rates Effective July 1, 2019

Rates	Current	Proposed	Change
Fees per transaction			
Users of staffed scales	\$10.00	\$10.00	\$ - 0 -
Users of automated scales	2.00	2.00	- 0 -
Fees per ton (Tip Fees)			
Mixed solid waste ("refuse")	\$ 97.45	\$ 97.45	\$ - 0 -
Clean wood	57.84	65.23	7.39
Yard Debris	49.62	56.00	6.38
Residential organics	67.08	77.99	10.91
Commercial organics	66.23	66.23	- 0 -

Background Part 1. Overview of Metro’s Solid Waste Rates

Metro maintains two classes of solid waste rates. One class, the Regional System Fee, is charged on all disposal. The second class is a suite of charges for services at Metro regional transfer stations only.

1. **Regional System Fee** is a universal charge on the disposal of garbage. It is levied at all landfills, the Marion County waste to energy facility, and the Metro stations. There are two levels of system fee: one for mixed solid waste, and a reduced rate for environmental cleanup materials. The proposed rates are \$18.58 and \$2.50 per ton, respectively. System fees raise about \$26.7 million per year and pay for Metro’s regional solid waste programs and services: household hazardous waste, latex paint recovery, St. Johns Landfill management, facility regulation, illegal dumpsite cleanup, and resource conservation and recycling.
2. **Charges for services at the Metro stations** cover the costs of Metro’s transfer station operations, transport, processing and disposal. Each customer pays a two-part fee: a fixed charge for the transaction costs and a variable charge (“tip fee”) for each ton in the load.
 - **“Transaction Charges”** are the fixed fees for each load of waste accepted. There are two levels of transaction fee: one for users of the staffed scales (mainly self-haulers), and another for users of the automated scales (mainly commercial haulers). Together they raise about \$3.2 million dollars per year and pay for the cost of operating the scalehouses and related functions.
 - **“Tip Fees”** are different for each waste stream – garbage, residential organics, commercial organics, and wood/yard debris – and reflect the costs that are specific to each stream. The current and proposed rates are shown in Table 1.

Every tip fee is made up of a **Tonnage Charge** and various pass-throughs (Table 2). The tonnage charge pays for the costs of doing the work. In this region, the Regional System Fee, Metro excise tax, and DEQ fees are charged on all disposal. Together, Metro’s tonnage charges raise about \$35.9 million per year, and pay for the costs of station operations, recovery, transport, processing, disposal, capital and management.

Of the add-on components, the Regional System Fee will increase, while the excise tax is set to decrease. The Regional System Fee is increasing by 77 cents, the excise tax is decreasing 84 cents and DEQ fees are expected to increase by 7 cents in April 2019. These changes kept the Metro tip fee \$97.45 per ton.

Table 2. Components of Proposed Metro Tip Fees by Waste Stream

Rates Effective July 1, 2019

Rate Component	Mixed Solid Waste	Organic Waste			
		Yard Debris	Clean Wood	Residential Organics	Commercial Organics
Tonnage Charge <i>Covers costs of transfer, transport, recovery, disposal.</i>	\$64.41	\$55.00	\$64.23	\$76.99	65.23
Pass-Throughs <i>Government fees and taxes levied at disposal sites.</i>					
Regional System Fee	\$18.58	.*-	.*-	.*-	.*-
Metro excise tax	11.57	.*-	.*-	.*-	.*-
DEQ fees	1.89	.*-	.*-	.*-	.*-
Enhancement Fee	1.00	1.00	1.00	1.00	1.00
Total = Tip Fee	\$97.45	\$56.00	\$65.23	\$77.99	\$66.23

* It is the policy of Metro and DEQ to support material recovery and recycling by levying solid waste surcharges and taxes on the waste that is ultimately disposed. For this reason, the Regional System Fee, Metro excise tax, and DEQ fees are not included in the tip fees for organic wastes.

Background Part 2. Understanding the Proposed FY 2019-20 Rates

Metro's solid waste rates are set to recover Metro's solid waste costs. When tonnage growth keeps pace with cost increases, in general per-ton costs will remain relatively constant. When tonnage increase faster than costs, per-ton costs decrease. Slow tonnage growth or declines can put upward pressure on per-ton costs.

1. **Trash.** Costs for handling trash have increased. Inflation, higher contract and facility costs, and increased oversight of facilities are contributing factors. Mixed solid waste tonnage growth has kept pace with cost increases, allowing Metro to hold the garbage tip fee constant this year, while recovering the costs of doing business.
2. **Recoverable waste.** Recoverable waste tonnage—clean wood, yard debris, residential organics—not only did not keep pace with inflation and other cost increases, but actually declined from the year before. This drove up per-ton costs of handling yard debris, wood, and residential yard debris, and, hence, proposed rates for acceptance of these waste types are significantly higher than the previous year. Increases are \$7.39 for clean wood, \$6.38 for yard debris and \$10.91 for residential organics.
3. **Commercial food scraps.** Commercial food scraps tonnage is projected to increase. This may be due to growing local jurisdiction and business interest in the nascent program, and Metro's adoption in 2018 of policies to drive better capture of this material. Like the other waste streams, the costs for handling commercial food scraps increased, but Metro is able to continue subsidizing the per-ton rate for commercial food scraps by keeping that rate at \$65.23, to incentivize better participation regionally in food scraps separation.
4. **Regional programs.** The cost of regional waste reduction, household hazardous waste, and other programs with regional benefit are recovered via the Regional System Fee, which is collected on all waste delivered for disposal, at public and private facilities, not just on waste delivered to Metro's transfer stations. Regional program costs have increased faster than regional tonnage, resulting in a 4.3% (77 cents) increase in the Regional System Fee.
5. **The excise tax.** The tax rate is set automatically by a formula in the Code each year, and is never a formal part of the rate ordinance. However, it is related to the rate actions because it is part of the tip fee (Table 2). For FY 2019-20, the excise tax rate will decrease 84 cents to \$11.57 per ton.

Information/Analysis

1. **Known Opposition.** There is one industry business in opposition of the mixed solid waste blended rate. Staff continues to feel that this is the correct approach and incentivizes the recovery initiatives of the region. Although there will be no increase or decrease to the mixed solid waste rate, the majority of ratepayers at Metro stations will experience an increase in Metro's fee for residential organic waste, clean wood and yard debris.
2. **Legal Antecedents.** The process for setting Metro's solid waste rates are set forth in Metro Code Chapter 5.02. Ordinance 14-1323 removed the specific Metro solid waste rates from Metro Code Chapter 5.02 and requires adoption of the rates via a separate ordinance and rate schedule. Metro reviews solid waste rates annually. The proposed FY 2019-20 rates comply with the restriction set forth in Chapter III, Section 15 of the Metro Charter limiting user charges to the amount needed to recover the costs of providing goods and services.

The excise tax rate is established automatically by a passive mechanism set forth in Metro Code sections 7.01.020 and 7.01.022 and does not require council action to take effect.

- 3. Anticipated Effects:** If adopted, this ordinance would keep the tip fee for mixed solid waste at Metro transfer stations at \$97.45. It would also increase the tip fees for clean wood, yard debris and residential organic wastes as set forth in Table 1.
- 4. Budget Impacts.** The rates established by this ordinance are designed to raise \$71 million in enterprise revenue during FY 2019-20. This revenue would cover the cash requirements of the proposed FY 2019-20 solid waste budget.

RECOMMENDATION

The Chief Operating Officer recommends adoption of Ordinance No. 19-1433.

Clackamas County

Projected 2019 Results

Annual Financial Review

**Return on Revenues with Disposal Increase Pass Through
All Regions**

	Residential	Commercial	Drop Box	Grand Totals
Collection & Service Revenues	21,267,328	8,733,532	6,986,649	37,309,336
Fee Increase (Tip Fee & Recycling)	204,835	68,740	111,290	384,865
Direct Costs of Operations	9,135,551	4,671,718	6,325,830	28,998,135
Disposal Expense	3,700,194	2,575,511	3,945,417	12,617,062
Labor Expense	2,503,855	957,174	1,247,972	8,403,935
Truck Expense	1,498,609	485,996	661,453	4,714,800
Equipment Expense	296,972	213,794	117,558	1,117,145
Franchise Fees	960,193	388,879	267,160	1,635,873
Other Direct Expense	175,728	50,364	86,270	509,320
Indirect Costs of Operations	3,428,310	1,355,916	344,835	5,129,061
Management Expense	805,041	291,381	73,418	1,169,840
Administrative Expense	1,176,644	472,986	96,252	1,745,882
Other Overhead Expenses	1,446,625	591,549	175,165	2,213,339
Less Unallowable Costs	61,929	18,622	4,392	84,943
Revenues	21,759,851	8,836,411	7,097,939	37,694,201
Direct Costs of Operations	16,237,709	6,434,597	6,325,830	28,998,135
Indirect Costs of Operations	3,428,310	1,355,916	344,835	5,129,061
Total Cost	19,666,019	7,790,513	6,670,665	34,127,196
Less Unallowable Costs	61,929	18,622	4,392	84,943
Allowable Costs	19,604,090	7,771,891	6,666,273	34,042,253
Franchise Income	2,155,761	1,064,520	431,667	3,651,948
Projected Return on Revenues	9.91%	12.05%	6.08%	9.69%

**Urban Zone Composite
Return on Revenues
2018 Adjusted Results**

	Can / Cart Service	Container Service	Drop Box Service	Total
Collection & Service Revenues	9,977,269	5,565,857	5,036,171	20,579,297
Direct Costs of Operations	7,604,817 % of revenue	4,203,786 % of revenue	4,513,027 % of revenue	16,321,630 % of revenue
Disposal Expense	2,845,323 29%	2,258,803 41%	2,928,077 58%	8,032,203 39%
Labor Expense	2,556,758 26%	962,817 17%	843,095 17%	4,362,670 21%
Truck Expense	1,383,383 14%	460,251 8%	422,488 8%	2,266,122 11%
Equipment Expense	301,001 3%	257,327 5%	52,906 1%	611,234 3%
Franchise Fees	438,723 4%	242,683 4%	213,123 4%	894,529 4%
Other Direct Expense	79,629 1%	21,905 0%	53,338 1%	154,872 1%
Indirect Costs of Operations	1,433,669	800,179	250,699	2,484,547
Management Expense	330,725 3%	177,106 3%	55,425 1%	563,256 3%
Administrative Expense	394,379 4%	220,084 4%	61,468 1%	675,931 3%
Other Overhead Expenses	708,565 7%	402,989 7%	133,806 3%	1,245,360 6%
Total Cost	9,038,486	5,003,965	4,763,726	18,806,177
Less Unallowable Costs	5,715	3,484	965	10,164
Allowable Costs	9,032,771	5,000,481	4,762,761	18,796,013
Franchise Income	944,498	565,376	273,410	1,783,284
Return on revenues	9.47%	10.16%	5.43%	8.67%
Customer Count /Cubic Yards/Drop Box Pulls	23,770	320,827	10,893	

2019 Projected Results

	Can / Cart Service	Container Service	Drop Box Service	Total
Collection & Service Revenues	10,207,630	5,711,929	5,036,171	20,955,730
Rate Increase	85,572	36,136	77,740	199,448
Direct Costs of Operations	7,736,951	4,256,162	4,533,733	16,526,845
Disposal Expense	2,922,195	2,290,155	2,928,077	8,140,427
Labor Expense	2,607,742	982,034	859,914	4,449,690
Truck Expense	1,383,383	460,251	422,488	2,266,122
Equipment Expense	301,000	257,327	52,906	611,233
Franchise Fees	443,002	244,490	217,010	904,501
Other Direct Expense	79,629	21,905	53,338	154,872
Indirect Costs of Operations	1,437,392	802,149	251,297	2,490,838
Management Expense	332,074	177,812	55,650	565,536
Administrative Expense	396,753	221,348	61,841	679,942
Other Overhead Expenses	708,565	402,989	133,806	1,245,360
Total Cost	9,174,343	5,058,311	4,785,030	19,017,683
Less Unallowable Costs	21,518	13,223	965	35,706
Allowable Costs	9,152,825	5,045,088	4,784,065	18,981,977
Franchise Income	1,140,377	702,977	329,846	2,173,201
Return on revenues	11.08%	12.23%	6.45%	10.27%

Rural + Distant Rural Zone Composite
Return on Revenues
2018 Adjusted Results

	Can / Cart Service	Container Service	Drop Box Service	Total
Collection & Service Revenues	11,003,525	2,969,432	1,937,998	15,910,955
Direct Costs of Operations	8,405,085 % of revenue	2,158,420 % of revenue	1,783,286 % of revenue	12,346,791 % of revenue
Disposal Expense	2,550,006 23%	869,015 29%	1,017,340 52%	4,436,361 28%
Labor Expense	2,855,469 26%	640,404 22%	380,363 20%	3,876,236 24%
Truck Expense	1,872,357 17%	337,356 11%	238,965 12%	2,448,678 15%
Equipment Expense	341,142 3%	108,574 4%	64,652 3%	514,368 3%
Franchise Fees	521,470 5%	146,196 5%	49,034 3%	716,700 5%
Other Direct Expense	264,641 2%	56,875 2%	32,932 2%	354,448 2%
Indirect Costs of Operations	1,983,874	551,979	93,235	2,629,088
Management Expense	471,128 4%	113,051 4%	17,699 1%	601,878 4%
Administrative Expense	774,686 7%	250,368 8%	34,177 2%	1,059,231 7%
Other Overhead Expenses	738,060 7%	188,560 6%	41,359 2%	967,979 6%
Total Cost	10,388,959	2,710,399	1,876,521	14,975,879
Less Unallowable Costs	40,411	5,399	3,427	49,237
Allowable Costs	10,348,548	2,705,000	1,873,094	14,926,642
Franchise Income	654,977	264,432	64,904	984,313
Return on revenues	5.95%	8.91%	3.35%	6.19%
Customer Count /Cubic Yards/Drop Box Pulls	26,663	130,416	3,586	

2019 Projected Results

	Can / Cart Service	Container Service	Drop Box Service	Total
Collection & Service Revenues	11,347,386	3,055,742	1,950,478	16,353,606
Rate Increase	119,263	32,604	33,550	185,417
Direct Costs of Operations	8,508,318	2,178,435	1,792,097	12,478,850
Disposal Expense	2,584,793	874,502	1,017,340	4,476,635
Labor Expense	2,912,885	653,302	388,058	3,954,245
Truck Expense	1,872,357	337,356	238,965	2,448,678
Equipment Expense	346,209	108,574	64,652	519,435
Franchise Fees	527,433	147,826	50,150	725,409
Other Direct Expense	264,641	56,875	32,932	354,448
Indirect Costs of Operations	1,990,918	553,767	93,538	2,638,223
Management Expense	472,967	113,569	17,768	604,304
Administrative Expense	779,891	251,638	34,411	1,065,940
Other Overhead Expenses	738,060	188,560	41,359	967,979
Total Cost	10,499,236	2,732,202	1,885,635	15,117,073
Less Unallowable Costs	40,411	5,399	3,427	49,237
Allowable Costs	10,458,825	2,726,803	1,882,208	15,067,836
Franchise Income	1,007,824	361,543	101,821	1,471,187
Return on revenues	8.79%	11.71%	5.13%	8.90%

Solid Waste Collection Supporting Documents

May 30, 2019

Solid Waste Collection Fee Adjustment

- ORS 459A.085(3) allows the Counties and Cities to “...*displace competition with a system of regulated [integrated solid waste] collection service by issuing franchises which may be exclusive if service areas are allocated.*”
- The State also provides to Cities and Counties the authority to assess fees that are adequate to provide necessary collection service and allow the recovery of the costs necessary to provide the opportunity to recycle.
- The Sustainability and Solid Waste program in the Department of Transportation and Development (DTD) is responsible for managing the County’s Integrated Solid Waste Collection System.
- One condition of maintaining a County franchise in good standing is:
On an annual basis submit production, sale and purchase records, which include income and expense statements, labor hours, truck hours, customer and receptacle counts, tonnage reports, and which may include, at the County’s option, financial statements and tax returns, for 12 month periods, beginning January 1 and ending December 31 of the previous year, for purposes of Solid Waste Management Fee review...(Clackamas County Solid Waste and Recycling Collection Services Administrative Regulations for Franchisee & Customer; Adopted 10/10/1994, Last amended 11/5/2009)
- The County currently franchises 9 companies to collect solid waste. Of the 9 companies three are publicly traded corporations and six are locally owned Subchapter C corporations. Some of the franchises consolidate their annual reports, resulting in fewer reports than franchisees.
- The County has a contract with Bell & Associates, Inc. a consulting firm specializing in solid waste financial analysis, to perform an analysis of the data submitted.
- The information submitted by the individual franchises is consolidated to create a composite ‘franchisee’. Costs are adjusted to eliminate those allowed for tax purposes but not allowed for determining collection fees. This composite is used to analyze the financial health of the entire system.
- The County determines the systems’ health based on return on revenues. The county’s policy is to measure the health of the solid waste collection system within a range of 8-12% return on revenues. When the system falls within this range typically consideration is given to contractual labor increases and increases in disposal costs. Special circumstances, such as the addition of new programs or anticipated increases in expenses outside the control of the companies, may cause exceptions.

History of Fee Adjustments (copied from previous reports)

May 1, 2018

- Note the 2 month early effective date.
- The County's collection system (and others across the state) has been impacted by an increase in the cost to process recyclables. Costs to process recyclables have increased 300-500% above the cost reflected in our current fees, and are expected to remain at this level for the time being.
- Analysis focused primarily on what was needed to capture the increasing processing costs in the future and a slight look back to the beginning of 2018.
- While the full annual review is not complete, we have reviewed the impact of increased processing costs, and known contractual increases in labor and disposal for the coming year. The Metro Council had their first hearing on March 15th of a recommended 2.6% increase in the cost of disposal (\$2.50 per ton) effective July 1, 2018. Labor costs are expected to rise by 4%.
- Reflecting known costs would result in an estimated increase of approximately \$2.50 to the monthly fee for a residential 35 gallon cart in the urban fee zone (from \$30.05/month), and \$1.50 per yard for urban commercial customers with container service (see Container Service table below). The rural zones would increase \$3.00 for a residential 35 gallon cart and container service would increase by \$2.00. All other fees would increase similarly.

July 1, 2017

- The Metro Council has adopted a small decrease to the cost of disposal of \$1.30 per ton effective July 1, 2017.
- No change to cart and container fees is proposed for 2017. This year's analysis recognizes a slight decrease in cost of garbage disposal in the coming year. Other expenses will increase in the coming year but our past increases and efficiencies gained by the franchisees have allowed the system to finally move into the middle of the targeted range of returns.
- The returns in drop box service are driving overall returns below the targeted range for the composite. The last increase in general drop box service fees was adopted by the Board in 2013. Specifically, the last fee adjustment was approved in 2013 for the standard roll off service-both open box and compactors. In 2015 a separate fee was approved for lidded boxes. Staff recommends an increase to the drop box collection fees for drop box and compactor collection services. The following table illustrates the proposed increase to drop box services for 2017.

Open Box	Current	Proposed	Change	
10 and 20 yd	\$119.00	\$125.00	5.0%	\$ 6.00
30 yd	\$136.00	\$145.00	6.6%	\$ 9.00
40 yd	\$153.00	\$165.00	7.8%	\$ 12.00
Lidded/Specialized 10/20 yard	\$135.00	\$150.00	11.1%	\$ 15.00

Compactor	Current	Proposed	Change
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<25 yards	\$135.00	\$150.00	11.1%	\$ 15.00
25-34 yards	\$169.00	\$189.00	11.8%	\$ 20.00
>34 yards	\$196.00	\$218.00	11.2%	\$ 22.00

-
- Drop Box Collection from Industrial sites with Special Wastes required to be delivered to an appropriately permitted out of the region landfill

	Current	Proposed	Change	
10/20 Yards	\$119.00	\$161.00	40.3%	\$42.00
30 Yards	\$136.00	\$178.00	37.5%	\$42.00

- Food Scrap collection included in commercial container service under current fees without an additional increase.
- The fee increases presented are proposed to take effect on July 1, 2017.

July 1, 2016

- Metro Council has approved an increase in the disposal fee by \$1.27 per ton effective July 1, 2016; increasing the tip fee to \$96.25. The current transaction fee, for customers with accounts (franchisees), is decreasing from \$3.00 to \$2.00. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.40 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$ 96.65 beginning July 1, 2016. This increase has been factored into the projections calculated in the financial review.
- This year's analysis recognizes a slight increase in cost of garbage disposal, and known increases in contractual labor. While other upward pressures on expenses exist, past increases have allowed the system to finally move into the middle of the targeted range of returns. The minimal increase is being proposed to keep the composite within the range. Disposal and labor represent almost 50% of the costs to provide service and staff believes it is important to stay current with providing revenues necessary to cover expenses.
- The fee adjustment presented is proposed to take effect on July 1, 2016. Staff is proposing an increase for the most common service level, the 32 gallon can/cart collected weekly, of \$0.10 per month across all fee zones. This represents an incremental adjustment of about 0.3%.. All other classes of service follow similar adjustments for disposal. *(See Fee Background attachment for history)*
- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. *(See attachment Composite Summaries for proposed changes to other service levels.)*

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$29.95	\$30.05	\$0.10

Rural	\$26.25	\$26.35	<i>\$0.10</i>
Distant Rural	\$31.25	\$31.35	<i>\$0.10</i>
Mountain Zone	\$32.50	\$32.60	<i>\$0.10</i>

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to labor, disposal and processing costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.09
Rural	\$0.09
Distant Rural/Mountain	\$0.09

- In 2013 the Solid Waste Commission approved bringing the commercial cart fees in the Rural, Distant Rural to parity with the residential cart fees. This was accomplished through incremental adjustments resulting with the 35 and 60 gallon commercial cart fees the same as residential services. An administrative oversight resulted in the 90 gallon commercial cart service not reaching parity this year. Bringing this service to parity with residential service will require an increase, in addition to the proposed disposal increase, of \$3.05 and \$3.40 for the Rural and Distant Rural zones respectively. This adjustment affects approximately 400 commercial customers. Staff recommends making the adjustment this year.

32/35 gallon can/ cart	Current	Proposed	<i>Change</i>
Rural	\$39.85	\$43.15	<i>\$3.30</i>
Distant Rural	\$43.40	\$47.05	<i>\$3.65</i>

July 1, 2015

- Metro Council has approved an increase in the disposal fee by \$1.65 per ton on July 1, 2015; increasing the tip fee to \$94.98. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$ 95.58 beginning July 1, 2015. This increase has been factored into the projections calculated in the financial review.
- A 30% increase in the cost of disposing yard debris has been factored into the projections.
- The cost to remove contaminants from recyclables has been on the rise in recent years while commodity prices respond to global market conditions. In quarter four of 2014 was the first period where there was not a positive return when delivering materials to the processor. Over the past few years the fee adjustments have calculated a decrease in the returns from recyclables. Because of recent issues at ports and lower markets for some materials, there has been zero revenue and a \$25.00 processing fee calculated for delivering recyclables to the processor.
- General inflation has not been applied.
- There has been an increase in the demand for lidded drop boxes by businesses employing best management practices for storm water management. Lids add equipment cost currently not included in the drop box fee structure. Boxes with lids or other specialty boxes require a round trip return to the business of origin. The drop box fee structure for compactors includes this in the fee structure, the open box fees do not. Therefore a monthly fee has been added to address the purchase and maintenance cost for the lid. The collection fee for small compactors will be applied to the lidded and specialized boxes.

Open Drop Box-All Zones	Current	Proposed	Change
Lidded/Specialized box	\$119.00	\$135.00	<i>\$16.00</i>
Monthly Fee for Lid	\$0.00	\$20.00	<i>\$20.00</i>

- After reviewing the production records submitted by the franchisees, and making agreed upon adjustments and applying known increases for the processing of yard debris and recyclables and the disposal of garbage, it has been determined that collection fee adjustments will need to be made in each of the collection zones for the coming year.
- The following tables illustrate staff’s current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.90	\$29.95	\$1.05
Rural	\$25.60	\$26.25	\$0.65
Distant Rural	\$30.60	\$31.25	\$0.65
Mountain Zone	\$31.85	\$32.50	\$0.65

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.47
Rural	\$0.47
Distant Rural/Mountain	\$0.47

July 1, 2014

No Fee adjustment was made in 2014.

- Metro Council approved a decrease in the disposal fee by \$1.00 per ton on July 1, 2014; lowering the tip fee to \$93.33. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$93.93 beginning July 1, 2014. This increase has been factored into the projections calculated in the financial review.
- A 25% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 1.24% and health insurance for all employees was held flat this year.
- Last year fuel was projected to decrease by 1.21%. This year the projected adjustment is set at -1.76%.
- General inflation is anticipated to be 2.12%.

September 1, 2013

- Metro Council has approved an increase in the disposal fee by \$0.49 per ton on September 1, 2013; raising the tip fee to \$94.33. The ‘transaction fee’ of \$3.00 for customers with accounts (franchisees) is to remain the same. For analytical purposes when calculating disposal it is assumed each transaction is a five (5) ton load; therefore

an additional \$0.60 (to account for the transaction fee at the transfer station) is added to the disposal fee to arrive at an effective disposal fee of \$94.93 beginning September 1, 2013. This increase has been factored into the projections calculated in the financial review.

- A 0% increase in the cost of disposing yard debris has been factored into the projections.
- Other notable expenses are rising, but at a lower percentage in the recent past. Driver wages are increasing by 2.0% and health insurance for all employees was held flat this year.
- Last year fuel was projected to increase by 4.99%. This year the projected adjustment is set at -1.21%.
- Other costs have not been projected to increase.
- The following tables illustrate staff's current proposed fee adjustments necessary in each zone to continue the provision of solid waste collection services the public has come to expect. The 32-35 gallon can/cart is the predominant service level. (See attachments for proposed changes to other service levels.)

32/35 gallon can/ cart	Current	Proposed	Change
Urban	\$28.65	\$28.90	\$0.25
Rural	\$25.30	\$25.60	\$0.30
Distant Rural	\$30.35	\$30.60	\$0.25
Mountain Zone	\$31.60	\$31.85	\$0.25

- Staff is proposing an increase for container service based on cubic yard serviced. This reflects the adjustments to fuel, labor and disposal costs as mentioned above.

Fee Zone	Adjustment Per Cubic Yard
Urban	\$0.95
Rural	\$1.04
Distant Rural/Mountain	\$1.04

- In addition to the adjustment presented above, an additional adjustment to commercial carts is recommended. A historical differential has existed between the carts collected from residential and commercial customers, with commercial customers having a lower fee, except in the Rural zone. In the Urban area this differential can be attributed to the collection of yard debris from residential customers. However, in the rural, distant rural and mountain zones yard service is not offered in these zones. Staff is proposing this differential be equalized over the next three years.

32/35 gallon can/ cart	Current	Proposed	Change
Rural	\$25.35	\$25.60	\$0.25
Distant Rural	\$28.90	\$29.65	\$0.75

Mountain Zone	\$30.15	\$30.90	\$0.75
60 gallon cart	Current	Proposed	Change
Rural	\$35.80	\$36.30	\$0.50
Distant Rural	\$38.05	\$39.30	\$1.25
Mountain Zone	\$39.30	\$40.25	\$1.05

90 gallon cart	Current	Proposed	Change
Rural	\$38.40	\$38.90	\$0.50
Distant Rural	\$40.65	\$41.70	\$1.05
Mountain Zone	\$41.90	\$42.95	\$1.05

- Staff is recommending a slight adjustment in the hauling fees associated with open drop box service and for small compactors. Currently the composite earnings for the drop box falls below the acceptable range and has for several years. The system has seen an increase in use of lidded boxes as businesses attempt to avoid illegal dumping in their open drop boxes and adhere to storm water best management practices. The cost of new equipment along with the associated increases in labor expenses warrants this slight adjustment. The last increase on the haul portion of drop box fees was done in 2011.

Open Drop Box-All Zones	Current	Proposed	Change
10/20 Cubic Yards	\$113.00	\$119.00	\$6.00
30 Cubic Yards	\$130.00	\$136.00	\$6.00
40 Cubic Yards	\$147.00	\$153.00	\$6.00

Compactors-All Zones	Current	Proposed	Change
Less than 25 Cubic Yards	\$128.00	\$135.00	\$7.00

Proposed Fee Changes 2019

Urban	Current Fee	Service Level	Adjustment		
			Increase	Proposed	% ▲
\$ 28.65	20 gal Single-family	\$0.50	\$29.15	1.75%	
\$ 32.55	32 gal	0.60	\$ 33.15	1.84%	
\$ 42.05	60 gal	0.75	\$ 42.80	1.78%	
\$ 49.00	90 gal	0.90	\$ 49.90	1.84%	
\$ 14.65	On Call	0.25	\$ 14.90	1.71%	
\$ 15.35	Monthly	0.30	\$ 15.65	1.95%	
\$ 24.15	20 gal Multifamily	0.50	\$ 24.65	2.07%	
\$ 28.05	32 gal	0.60	\$ 28.65	2.14%	
\$ 28.60	35 gal Commercial	0.60	\$ 29.20	2.10%	
\$ 40.00	60 gal	0.75	\$ 40.75	1.88%	
\$ 42.85	90 gal	0.90	\$ 43.75	2.10%	
\$ 7.20	Recycling Only	0.15	\$ 7.35	2.08%	
\$ 5.70	YD Subscription	0.25	\$ 5.95	4.39%	

Current Fee	Service Level	Proposed	Increase	% ▲
\$ 102.18	1 yard weekly	\$ 103.05	\$ 0.87	0.8%
\$ 171.74	2 yard weekly	\$ 173.47	\$ 1.73	1.0%
\$ 335.74	2 yard 2x weekly	\$ 339.20	\$ 3.46	1.0%
\$ 586.81	4 yard 2x weekly	\$ 593.74	\$ 6.93	1.2%

Rural	Current Fee	Service Level	Increase	Proposed	% ▲
\$ 25.48	20 gal Single-family	\$0.75	\$26.25	2.94%	
\$ 29.35	32 gal	0.85	\$ 30.20	2.90%	
\$ 40.75	60 gal	1.20	\$ 41.95	2.94%	
\$ 46.45	90 gal	1.35	\$ 47.80	2.91%	
\$ 14.90	On Call	0.45	\$ 15.35	3.02%	
\$ 15.75	Monthly	0.45	\$ 16.20	2.86%	
\$ 23.90	20 gal Multifamily	0.75	\$ 24.65	3.14%	
\$ 27.75	32 gal	0.85	\$ 28.60	3.06%	
\$ 29.35	35 gal Commercial	0.85	\$ 30.20	2.90%	
\$ 40.75	60 gal	1.20	\$ 41.95	2.94%	
\$ 46.45	90 gal	1.35	\$ 47.80	2.91%	
\$ 9.85	Recycling Only	0.30	\$ 10.15	3.05%	

Current Fee	Service Level	Proposed	Increase	% ▲
\$ 116.88	1 yard weekly	\$ 119.04	\$ 2.17	1.9%
\$ 203.80	2 yard weekly	\$ 208.13	\$ 4.33	2.1%
\$ 394.75	2 yard 2x weekly	\$ 403.41	\$ 8.66	2.2%
\$ 726.79	4 yard 2x weekly	\$ 744.11	\$ 17.32	2.4%

Distant Rural	Current Fee	Service Level	Increase	Proposed	% ▲
\$ 30.20	20 gal Single-family	\$0.65	\$30.85	2.15%	
\$ 34.35	32 gal	0.75	35.10	2.18%	
\$ 44.60	60 gal	1.00	45.60	2.24%	
\$ 50.35	90 gal	1.10	51.45	2.18%	
\$ 15.35	On Call	0.35	15.70	2.28%	
\$ 17.40	Monthly	0.40	17.80	2.30%	
\$ 28.60	20 gal Multifamily	0.65	29.25	2.27%	
\$ 32.75	32 gal	0.75	33.50	2.29%	
\$ 34.35	35 gal Commercial	0.75	35.10	2.18%	
\$ 44.60	60 gal	1.00	45.60	2.24%	
\$ 50.35	90 gal	1.10	51.45	2.18%	
\$ 10.05	Recycling Only	0.20	10.25	1.99%	

Current Fee	Service Level	Proposed	Increase	% ▲
\$ 131.14	1 yard weekly	\$ 133.30	\$ 2.17	1.7%
\$ 224.07	2 yard weekly	\$ 228.40	\$ 4.33	1.9%
\$ 427.03	2 yard 2x weekly	\$ 435.69	\$ 8.66	2.0%
\$ 783.10	4 yard 2x weekly	\$ 800.42	\$ 17.32	2.2%

Mountain	Current Fee	Service Level	Increase	Proposed	% ▲
\$ 31.45	20 gal Single-family	\$0.65	\$32.10	2.07%	
\$ 35.60	32 gal	0.75	\$ 36.35	2.11%	
\$ 15.65	On Call	0.35	\$ 16.00	2.24%	
\$ 17.70	Monthly	0.40	\$ 18.10	2.26%	
\$ 29.85	20 gal Multifamily	0.65	\$ 30.50	2.18%	
\$ 34.00	32 gal	0.75	\$ 34.75	2.21%	
\$ 35.60	35 gal Commercial	0.75	\$ 36.35	2.11%	
\$ 10.05	Recycling Only	0.20	\$ 10.25	1.99%	

Current Fee	Service Level	Proposed	Increase	% ▲
\$ 150.19	1 yard weekly	\$ 152.36	\$ 2.17	1.4%
\$ 262.17	2 yard weekly	\$ 266.50	\$ 4.33	1.7%
\$ 503.24	2 yard 2x weekly	\$ 511.90	\$ 8.66	1.7%
\$ 935.52	4 yard 2x weekly	\$ 952.84	\$ 17.32	1.9%

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

In The Matter of Approving the
Clackamas County Fee Schedule
for Waste and Recycling Collection
Services to be uniformly applied by
the Franchised Solid Waste
Collection Companies

} Board Order No. _____
Page 1 of 2

Whereas, This matter coming before the Board of County Commissioners at this time, and it appearing to the Board that an application has been received by the Solid Waste Commission for a Waste Management Fee adjustment for the franchised collectors, and

Whereas It further appearing to the Board that the Solid Waste Commission, at a meeting on May 30, 2019 reviewed the application and supporting data received by the Commission for a Waste Management Fee adjustment for the franchised solid waste collectors within the County, and made their findings as follows:

1. That a Waste Management Fee adjustment has been requested by the franchisees; and
2. That it is the County's responsibility to ensure the solid waste collection system recovers the cost of providing service; and
3. That no general operating cost adjustment in Waste Management Fees be established for infectious waste collection service; and
4. That operating costs such as labor and health insurance are increasing; and
5. That conditions in global commodity markets have continued to affect the cost of processing recyclables beyond the amount considered in the fees adopted by the Board and made effective May 1, 2018; and
6. That yard debris disposal costs are increasing; and
7. The costs to provide drop box service have increased; and
8. That the Waste Management Fees be adjusted for a majority of the classes of residential and commercial can/cart service; for container collection service, for drop box service and for miscellaneous services in all fee zones as set forth in Exhibit A of this Order; and
9. That this request is just and reasonable under Chapter 10.03 of the Clackamas County Code; and

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

In The Matter of Approving the
Clackamas County Fee Schedule for
Waste and Recycling Collection
Services to be uniformly applied by
the Franchised Solid Waste Collection
Companies

} Board Order No. _____
} *Page 2 of 2*

Whereas, The Board having considered the investment in facilities and equipment; the services of management; methods of storage, collection, transportation and disposal; the length of haul to disposal facilities; the cost of the disposal; reasonable return to the owners of the business; the future service demands of the area or site which must be anticipated in equipment, facilities, personnel or land; extra charge for special pickups or pickups on days where service is not normally provided on a route; extra charges where the type of character of waste or solid waste, including but not limited to, wastes with peculiarly offensive odors, that requires special handling or service; the extra cost for providing the opportunity to recycle; and extra charges for providing janitorial services on the premises where service is provided; we do adopt the findings of the Solid Waste Commission as our own findings and do further find that the Waste Management Fee adjustments as set out herein are just, fair and reasonable; and

NOW THEREFORE, the Clackamas County Board of County Commissioners resolves as follows:

1. That the foregoing recommendations be adopted and that the franchised collectors be granted a Waste Management Fee adjustment, as shown on Exhibit A, according to the recommendations and made effective July 1, 2019.

DATED this ____ day of June, 2019.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Clackamas County Fee Schedule For Waste and Recycling Collection Services

Effective: July 1, 2019

U R B A N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart each for garbage, yard debris and recycling				
	20 gallon cart/can		\$ 29.15		\$ 32.65
	35 gallon cart/can		\$ 33.15		\$ 36.65
	60 gallon cart		\$ 42.80		N/A
	90 gallon cart		\$ 49.90		N/A
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	Occasional extra yard debris - 35 gallon			\$ 3.00	
	Monthly Pick Up⁴ - one cart/can of garbage; weekly recycling included				
	35 gallon cart/can		\$ 15.65		\$ 16.55
	Occasional extra garbage - 35 gallon			\$ 6.05	\$ 6.85
	On-Call Pick Up⁴ - one cart/can of garbage				
	35 gallon cart/can			\$ 14.90	N/A
	Other Services and Fees				
	Recycling only - weekly		\$ 7.35		N/A
	Yard debris subscription ³ - weekly		\$ 5.95		N/A
	Yard debris Permanent 2nd Cart		\$ 4.50		N/A
	Distance fees		Table 2		
	Terrain fee		\$ 3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$ 24.65		\$ 26.65
		35 gallon	\$ 28.65		\$ 30.65
	Individual billing	20 gallon	\$ 26.25		\$ 28.25
		35 gallon	\$ 30.25		\$ 32.25
	Occasional extra garbage - 35 gallon			6.05	\$ 6.85
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees - see Tables 1 and 2					

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House Service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be placed within 50 feet of curb/road). At House Service is not available for recycling or yard debris.

³ Available to customers without weekly garbage service. Requires full year subscription. May be billed annually or monthly, depending on provider.

⁴ Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2019

U R B A N	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$103.05	\$88.61	\$128.04	\$109.88	\$136.59	\$118.44
	2	\$198.35	\$171.12	\$248.37	\$214.64	\$265.44	\$229.45
	3	\$293.67	\$252.21	\$368.66	\$318.37	\$394.30	\$340.99
	4	\$388.97	\$336.16	\$488.98	\$422.73	\$523.13	\$451.75
	5	\$484.29	\$417.24	\$609.30	\$526.48	\$651.98	\$566.15
	6	\$579.60	\$500.38	\$729.62	\$629.54	\$780.82	\$676.31
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$173.47	\$150.37	\$237.20	\$206.26	\$303.08	\$265.54
	2	\$339.20	\$294.93	\$461.95	\$402.62	\$593.74	\$519.96
	3	\$504.95	\$438.70	\$686.70	\$599.61	\$884.39	\$773.53
	4	\$670.68	\$580.11	\$911.45	\$798.66	\$1,175.05	\$1,024.51
	5	\$836.43	\$728.91	\$1,136.22	\$994.07	\$1,465.69	\$1,282.04
	6	\$1,002.16	\$870.90	\$1,360.96	\$1,186.18	\$1,756.34	\$1,535.88
	Stops/ Week	Monthly fee for container size in cubic yards					
		5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>
	1	\$366.64	\$341.89	\$423.13	\$394.66	\$524.33	\$491.32
2	\$719.66	\$670.87	\$832.63	\$777.82	\$1,035.05	\$969.70	
3	\$1,072.69	\$997.70	\$1,242.13	\$1,154.70	\$1,545.75	\$1,448.27	
4	\$1,425.69	\$1,326.20	\$1,651.63	\$1,538.09	\$2,056.47	\$1,924.86	
5	\$1,778.73	\$1,657.66	\$2,061.15	\$1,921.11	\$2,567.19	\$2,394.47	
6	\$2,131.74	\$1,991.69	\$2,470.66	\$2,297.94	\$3,077.91	\$2,877.03	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
35 gallon cart/can				\$29.20	\$56.20	\$25.00	
60 gallon cart				\$40.75	N/A	N/A	
90 gallon cart				\$43.75	N/A	N/A	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$57.80	\$111.30	\$25.65	
Occasional extra garbage - 35 gallon				N/A	N/A	\$5.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2019

R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²	
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	20 gallon cart/can		\$26.25		\$29.75	
	35 gallon cart/can		\$30.20		\$33.70	
	60 gallon cart		\$41.95		N/A	
	90 gallon cart		\$47.80		N/A	
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90	
	Monthly Pick Up³ - one cart/can garbage; weekly recycling included					
	35 gallon cart/can		\$16.20		\$17.10	
	Occasional extra garbage - 35 gallon			\$6.10	\$6.90	
	On-Call Pick Up³ - one cart/can of garbage					
	35 gallon cart/can			\$15.35	N/A	
	Other Services and Fees					
	Recycling only - weekly		\$10.15		N/A	
	Bulky waste - furniture, appliances etc.			Table 1		
	Distance fees		Table 2			
	Terrain fee		\$3.65			
	Multifamily Service - for shared containers see commercial fees.					
	Weekly Pick Up¹ - one cart/can of garbage and recycling					
	Central billing		20 gallon	\$24.65		\$26.65
			35 gallon	\$28.60		\$30.60
	Individual billing		20 gallon	\$26.25		\$28.25
			35 gallon	\$30.20		\$32.20
	Occasional extra garbage - 35 gallon				\$6.10	\$6.90
Bulky waste - furniture, appliances etc.				Table 1		
Additional fees may apply - see Tables 1 and 2						

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2019

R U R A L	Commercial Containers weekly recycling included						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$119.05	\$ 114.35	\$ 147.16	\$ 142.00	\$ 163.81	\$ 158.17
	2	\$228.68	\$ 220.08	\$ 284.08	\$ 274.78	\$ 316.33	\$ 306.23
	3	\$338.23	\$ 325.83	\$ 420.94	\$ 407.49	\$ 468.99	\$ 454.34
	4	\$447.86	\$ 431.61	\$ 557.94	\$ 540.29	\$ 621.54	\$ 602.34
	5	\$557.41	\$ 537.36	\$ 694.83	\$ 672.98	\$ 774.05	\$ 750.50
	6	\$676.49	\$ 651.74	\$ 841.92	\$ 815.03	\$ 937.86	\$ 908.61
	Stops/ Week	Monthly fee for container size in cubic yards					
2		<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>	
1	\$208.13	\$ 201.68	\$ 295.33	\$ 287.33	\$ 381.46	\$ 372.01	
2	\$403.41	\$ 391.76	\$ 574.69	\$ 560.34	\$ 744.11	\$ 727.16	
3	\$598.49	\$ 581.64	\$ 854.06	\$ 833.21	\$ 1,106.77	\$ 1,082.32	
4	\$793.61	\$ 771.56	\$ 1,133.42	\$ 1,106.27	\$ 1,469.43	\$ 1,437.48	
5	\$988.84	\$ 961.54	\$ 1,412.75	\$ 1,378.90	\$ 1,832.02	\$ 1,792.47	
6	\$1,196.97	\$ 1,163.27	\$ 1,708.05	\$ 1,666.50	\$ 2,213.58	\$ 2,164.43	
Stops/ Week	Monthly fee for container size in cubic yards						
	5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>	
1	\$466.46	\$ 455.71	\$ 553.39	\$ 541.04	\$ 718.91	\$ 704.21	
2	\$911.44	\$ 892.07	\$ 1,082.17	\$ 1,060.17	\$ 1,408.93	\$ 1,382.83	
3	\$1,356.40	\$ 1,328.40	\$ 1,610.85	\$ 1,579.20	\$ 2,098.88	\$ 2,061.38	
4	\$1,801.42	\$ 1,764.82	\$ 2,139.58	\$ 2,098.33	\$ 2,788.79	\$ 2,739.89	
5	\$2,246.33	\$ 2,201.13	\$ 2,668.32	\$ 2,617.42	\$ 3,478.81	\$ 3,418.41	
6	\$2,712.77	\$ 2,656.82	\$ 3,220.80	\$ 3,157.60	\$ 4,197.72	\$ 4,122.72	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
35 gallon cart/can				\$ 30.20	\$ 59.00	\$ 27.95	
60 gallon cart				\$ 41.95	N/A	N/A	
90 gallon cart				\$ 47.80	N/A	N/A	
Occasional extra garbage - 35 gallon				N/A	N/A	\$ 5.25	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$ 59.65	\$ 116.55	\$ 26.65	
Occasional extra garbage - 35 gallon				N/A	N/A	\$ 5.25	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste collection services shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2019

D I S T R I C T R U R A L	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	20 gallon cart/can		\$30.85		\$34.35
	35 gallon cart/can		\$35.10		\$38.60
	60 gallon cart		\$45.60		N/A
	90 gallon cart		\$51.45		N/A
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one cart/can; weekly recycling included				
	35 gallon cart/can		\$17.80		\$18.70
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
	On-Call Pick Up³ - one cart/can of garbage				
	35 gallon cart/can			\$15.70	N/A
	Other Services and Fees				
	Recycling only - weekly		\$10.25		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$29.25		\$31.25
		35 gallon	\$33.50		\$35.50
	Individual billing	20 gallon	\$30.85		\$32.85
		35 gallon	\$35.10		\$37.10
	Occasional extra garbage - 35 gallon			\$6.65	\$7.45
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees may apply - see Tables 1, 2 & 3					

¹Greater than one cart/can per week, use multiples of single cart/can fee.

² At House service is when garbage carts/cans are picked up at house instead of curbside/roadside (must be within 50 feet of curb/road). At House Service is not available for recycling.

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2019

D I S T R I B U T I O N S	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee based on size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$133.31	\$ 128.61	\$ 163.41	\$ 158.25	\$ 181.09	\$ 175.44
	2	\$248.95	\$ 240.35	\$ 308.35	\$ 299.05	\$ 342.60	\$ 332.50
	3	\$364.50	\$ 352.10	\$ 453.21	\$ 439.76	\$ 504.28	\$ 489.63
	4	\$480.14	\$ 463.89	\$ 598.21	\$ 580.56	\$ 665.84	\$ 646.64
	5	\$595.70	\$ 575.65	\$ 743.11	\$ 721.26	\$ 827.37	\$ 803.82
	6	\$720.79	\$ 696.04	\$ 898.20	\$ 871.30	\$ 1,000.18	\$ 970.93
	Stops/ Week	Monthly fee based on size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$228.40	\$ 221.95	\$ 321.60	\$ 313.60	\$ 413.74	\$ 404.29
	2	\$435.69	\$ 424.04	\$ 618.99	\$ 604.64	\$ 800.42	\$ 783.47
	3	\$642.79	\$ 625.94	\$ 916.38	\$ 895.53	\$ 1,187.12	\$ 1,162.67
	4	\$849.92	\$ 827.87	\$ 1,213.77	\$ 1,186.62	\$ 1,573.81	\$ 1,541.86
	5	\$1,057.17	\$ 1,029.87	\$ 1,511.12	\$ 1,477.27	\$ 1,960.43	\$ 1,920.88
	6	\$1,277.32	\$ 1,243.62	\$ 1,824.44	\$ 1,782.89	\$ 2,366.02	\$ 2,316.87
	Stops/ Week	Monthly fee based on size in cubic yards					
		5	<i>Add'l</i>	6	<i>Add'l</i>	8	<i>Add'l</i>
	1	\$504.75	\$ 494.00	\$ 597.69	\$ 585.34	\$ 775.22	\$ 760.52
2	\$979.77	\$ 960.40	\$ 1,162.52	\$ 1,140.52	\$ 1,513.31	\$ 1,487.21	
3	\$1,454.77	\$ 1,426.77	\$ 1,727.24	\$ 1,695.59	\$ 2,251.32	\$ 2,213.82	
4	\$1,929.83	\$ 1,893.23	\$ 2,292.02	\$ 2,250.77	\$ 2,989.30	\$ 2,940.40	
5	\$2,404.78	\$ 2,359.58	\$ 2,856.81	\$ 2,805.91	\$ 3,727.38	\$ 3,666.98	
6	\$2,901.26	\$ 2,845.31	\$ 3,445.34	\$ 3,382.14	\$ 4,494.35	\$ 4,419.35	
Commercial Carts/Cans¹ - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
35 gallon cart/can				\$35.10	\$69.50	\$34.10	
60 gallon cart				\$45.60	N/A	N/A	
90 gallon cart				\$51.45	N/A	N/A	
Occasional extra garbage- 35 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
35 gallon cart/can - 2 stops/wk				\$69.50	\$137.55	\$33.50	
Occasional extra garbage - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

¹The use of a cart and the type of customer using a cart for commercial waste shall be at the discretion of the collector.

Exhibit A

Effective: July 1, 2019

M O U N T A I N	Residential Service		Monthly Fee	Fee per Pick Up	At House Service²
	Weekly Pick Up¹ - one can of garbage and recycling				
	20 gallon can		\$32.10		\$35.60
	35 gallon can		\$36.35		\$39.85
	Occasional extra - 35 gallon			\$6.65	\$7.45
	Monthly Pick Up³ - one can; weekly recycling included				
	35 gallon can		\$18.10		\$19.00
	Occasional extra - 35 gallon			\$6.05	\$6.85
	On-Call Pick Up³ - one can of garbage				
	35 gallon can			\$16.00	N/A
	Other Services and Fees				
	Recycling only - weekly		\$10.25		N/A
	Bulky waste - furniture, appliances etc.			Table 1	
	Distance fees		Table 2		
	Terrain Fee		\$3.65		
	Multifamily Service - for shared containers see commercial fees.				
	Weekly Pick Up¹ - one cart/can of garbage and recycling				
	Central billing	20 gallon	\$30.50		\$32.50
		35 gallon	\$34.75		\$36.75
	Individual billing	20 gallon	\$32.10		\$34.10
		35 gallon	\$36.35		\$38.35
Occasional extra - 35 gallon			\$6.65	\$7.55	
Bulky waste - furniture, appliances etc.			Table 1		
Additional fees may apply - see Tables 1, 2 & 3					

¹Greater than one can per week, use multiples of single can fee.

² Cans picked up at house instead of roadside or curb (must be within 50 feet of roadside or curb).

³Putrecibles must not be placed in cart/can in excess of 7 days prior to scheduled collection.

Exhibit A

Effective: July 1, 2019

M O U N T A I N	Commercial Containers includes weekly recycling						
	Stops/ Week	Monthly fee for container size in cubic yards					
		1	<i>Add'l</i>	1 1/3	<i>Add'l</i>	1.5	<i>Add'l</i>
	1	\$152.36	\$ 147.66	\$ 188.82	\$ 183.66	\$ 209.67	\$ 204.02
	2	\$287.05	\$ 278.45	\$ 359.15	\$ 349.85	\$ 399.76	\$ 389.66
	3	\$421.66	\$ 409.26	\$ 529.42	\$ 515.97	\$ 590.02	\$ 575.37
	4	\$556.35	\$ 540.10	\$ 699.82	\$ 682.17	\$ 780.15	\$ 760.95
	5	\$690.96	\$ 670.91	\$ 870.12	\$ 848.27	\$ 970.26	\$ 946.71
	6	\$835.10	\$ 810.35	\$ 1,050.62	\$ 1,023.72	\$ 1,171.65	\$ 1,142.40
	Stops/ Week	Monthly fee for container size in cubic yards					
		2	<i>Add'l</i>	3	<i>Add'l</i>	4	<i>Add'l</i>
	1	\$266.50	\$ 260.05	\$ 378.76	\$ 370.76	\$ 489.95	\$ 480.50
	2	\$511.90	\$ 500.25	\$ 733.30	\$ 718.95	\$ 952.84	\$ 935.89
	3	\$757.10	\$ 740.25	\$ 1,087.85	\$ 1,067.00	\$ 1,415.74	\$ 1,391.29
4	\$1,002.34	\$ 980.29	\$ 1,442.39	\$ 1,415.24	\$ 1,878.64	\$ 1,846.69	
5	\$1,247.69	\$ 1,220.39	\$ 1,796.90	\$ 1,763.05	\$ 2,341.47	\$ 2,301.92	
6	\$1,505.94	\$ 1,472.24	\$ 2,167.38	\$ 2,125.83	\$ 2,823.27	\$ 2,774.12	
Commercial Cans - monthly fee; weekly recycling included							
One Stop per Week				One cart/can	Two carts/cans	Each additional	
35 gallon can				\$36.35	\$72.00	\$35.35	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Two Stops per Week							
35 gallon can - 2 stops/wk				\$72.00	\$142.55	\$34.75	
Occasional extra - 35 gallon				N/A	N/A	\$6.00	
Additional fees may apply - see Tables 1, 2 & 3							

Table 1

Miscellaneous Services		
Bulky Waste - appliances, furniture, etc.		
<i>Fee based on weight and special handling needs. If not easily accessible, hourly fee also applies.</i>		
Minimum fee	\$5.45	
Maximum fee	\$29.15	
Coolant removal fee	\$30.00	<i>Applies to refrigerators, freezers and air conditioners even if refrigerant is removed. Disposal fee additional.</i>
Clean Up Containers		
Each collection charged at 33% of regular container fee (see commercial containers).		
Handling fee*	\$16.60	<i>*only charged for first collection.</i>
Container rent is charged when container is kept longer than 5 working days with no collection. ¹		
< 3 cubic yard	\$2.10	rent per day
3 cubic yards	\$3.10	rent per day
4 cubic yards	\$4.10	rent per day
<i>For larger containers, see Drop Box, Table 4</i>		
Tire Handling Fee - charged in addition to disposal fees		
On rim	\$2.00	
Off rim	\$5.50	
<i>Tires greater than 18 inch diameter are subject to a special handling fee.</i>		
Occasional Extra Garbage - 35 gallon maximum		
Light	\$3.00	<i>does not require extra trip</i>
Heavy	\$5.05	<i>curbside/roadside and requires extra trip</i>
At House	\$5.85	<i>picked up at house (50 ft max from curb/road)</i>
Hourly handling fee - charged in addition to disposal fees		
1 truck, 1 person	\$73.00	per hour
1 truck, 2 people	\$105.00	per hour
Other Fees		
Gate fee	\$4.00	
Reinstatement fee	\$5.00	<i>When service is reinstated after it has been stopped for non-payment or if customer stops and starts service more than once in a calendar year.</i>
Cart redelivery	\$10.00	<i>If cart picked up then service restarted within 12 months.</i>

¹ Rent shall not exceed \$20.00 per container in a 30 day period.

Table 2

Distance Fees	
Distance	Monthly Fee
3 - 50 feet	\$ 3.50
51 - 100 feet	\$ 5.10
101 - 200 feet	\$ 6.15
201 - 400 feet	\$ 7.20
401 - 800 feet	\$ 8.25
More than 800 feet	\$ 9.30

Distance fees apply when service is not curbside or roadside as defined.

Distances over 50 feet are considered drive-in only.

Fees for distances over 50 feet also apply to non-urban containers served off public roads.

Table 3

Miscellaneous Container Fees
Overweight charges will be applied to containers weighing over 275 pounds per cubic yard. The fee must be mutually agreeable to the customer and collector. The County will act as an arbitrator in the event of a dispute.
Containers that have been compacted are charged 2.2 times the regular container fee for the zone.
Overweight compacted containers weighing over 500 pounds per cubic yard will be charged this fee plus disposal for the excess weight.
Container cleaning fee will be charged for containers needing cleaning more than 2 times in a 12 month period. The fee is the actual cost of cleaning.
Mileage fee applies to Distant Rural and Mountain Fee Zones when containers are located over 26 miles round trip from a disposal site if there are less than seven (7) containers picked up per collection route.

take a look at "other"

Table 4

Drop Boxes and Compactors -Disposal, rental, mileage & other fees are additional	
Open Drop Box	
10-20 cubic yard	\$150.00
Lidded/Specialized-requiring deadhead roundtrip	\$175.00
30 cubic yard	\$160.00
40 cubic yard	\$170.00
Compacted Drop Box	
Less than 25 cubic yards	\$150.00
25 - 34 cubic yards	\$189.00
35 cubic yards and greater	\$218.00
Industrial Special Waste Drop Box	
10-20 cubic yard	\$161.00
30 cubic yard	\$178.00
Other fees	
Rental Fee	
Per day (after 2 working days at one site)	\$6.30
Per month (Occasional Customer collection of less than one load per week)	\$63.00
Per month (Permanent customer)	\$50.00
Per Month Equipment Fee: Lidded/Specialty Drop Box	\$20.00
Delivery Fee¹	
Urban zone	\$40.00
All other zones	\$50.00
Mileage Fee	
Per mile over 18 miles roundtrip from where the truck is stationed (if in Clackamas County, if not then from the Metro South Transfer Station) for a repeat customer and for over 18 miles of truck operation for a one-stop drop box customer.	\$4.70
Multifamily Service Fee - additional fee for communities using compactors and drop boxes to collect garbage. Fee is charged per unit per month.	
5-299 units	\$1.60
300 - 399 units	\$1.45
More than 399 units	\$1.40
Incidental Service Fees	
Stand by time - waiting for box to be cleared, cars to be moved, etc. ²	\$7.00
Leveling load - if driver must spend time leveling load to safely haul. ²	\$7.00
Wash out - if requested by customer or box is contaminated.	\$30.00
Compactor turn-around - if repositioning required to enable collection and tip.	\$40.00
Deadhead round trip: specialized boxes that cannot be exchanged .	\$25.00
Dry run - if scheduled collection is prevented because box is blocked or customer is not ready.	\$30.00

¹For the occasional customer, the delivery charge shall be made for the first drop box at a given location within a 30-day period. For the repeat customer, the delivery charge shall be made for service at different locations.

²Charged in 5 minute increments.

Effective: July 1, 2019

Table 5

Infectious Waste		
Number of units	Fee per gallon	
	20/21	35/48
1	\$ 81.45	\$ 83.23
2	\$ 61.85	\$ 63.50
3	\$ 54.30	\$ 56.00
4	\$ 49.35	\$ 51.00
5	\$ 46.35	\$ 48.00
6	\$ 44.35	\$ 46.00
7	\$ 41.85	\$ 43.50
8	\$ 40.40	\$ 42.00
9	\$ 37.35	\$ 39.00
10	\$ 35.85	\$ 37.50
11	\$ 34.75	\$ 36.50
12	\$ 33.25	\$ 35.00
13	\$ 32.75	\$ 34.50
14	\$ 32.00	\$ 33.75
15	\$ 31.25	\$ 33.00
16	\$ 26.30	\$ 28.00
17	\$ 26.30	\$ 28.00
18	\$ 26.30	\$ 28.00
19	\$ 26.30	\$ 28.00
20	\$ 26.30	\$ 28.00
60	\$ 17.90	\$ 18.75
75	\$ 17.45	\$ 18.10
90	\$ 12.80	\$ 13.10



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Eagle-Elsner, Inc. for the
Wilsonville Road Paving Package**

Purpose/Outcomes	This Contract will resurface 7 miles of road which includes: Wilsonville Road between the county line and Willamette Way; Ladd Hill Road between Wilsonville Road and Heater Road; and Heater Road between Ladd Hill Road and Coral Creek Road.
Dollar Amount and Fiscal Impact	Contract value is \$2,304,484.00
Funding Source	215-7433-00-424423-RM2019-702 Wilsonville Road Fund
Duration	Contract execution through December 31, 2019
Previous Board Action	None
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Counsel Approval	June 12, 2019
Contact Person	Vince Hall, Project Manager 503-650-3210

Background:

The Wilsonville Paving Package will pave seven miles of road, to include:
Resurfacing a portion of Wilsonville Road between the county line and Willamette Way with asphalt. Wilsonville Road has an average daily traffic of 3,500 vehicles per day and is classified as a major arterial.

Resurfacing a portion of Ladd Hill Road between Wilsonville Road and Heater Road with asphalt. Ladd Hill Road has an average daily traffic of 600 vehicles per day and is classified as a minor arterial.

Resurfacing a portion of Heater Road between Ladd Hill Road and Coral Creek Road with asphalt. Heater Road has an average daily traffic of 300 vehicles per day and is classified as a local access road.

This project will include placing approximately 22,980 tons of asphalt; grinding about 9,115 square yards of asphalt; placing pavement markings and striping; installing, maintaining, and removing temporary work zone traffic control measures.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than August 30, 2019, with final completion no later than December 31, 2019.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 20, 2019. Bids were opened on April 25, 2019. The County received six (6) bids: Brix Paving, \$2,945,232.50; Eagle-Elsner, \$2,304,484.00; Knife River Corporation, \$2,814,307.25; Oregon Mainline Paving, \$2,747,491.38; Roy Houck Construction, \$2,960,364.75; and North Santiam Paving, \$2,352,308.00. After review of the bids, Eagle-Elsner, Inc. was determined to be lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Eagle-Elsner, Inc. for the Wilsonville Road Paving Package.

Sincerely,

Randall A. Harmon
Transportation Operations Manager

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Eagle-Elsner, Inc.**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2019-23 Wilsonville Road Paving Package**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **two million three hundred four thousand four hundred eighty-four dollars (\$2,304,484.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda #1 through #2
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

2. Representatives.

Contractor has named Curtis Cooksey as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Vince Hall as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Richard Eagle shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Curtis Cooksey shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: David Elsner shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: Curtis Cooksey shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed

SUBSTANTIAL COMPLETION DATE: August 30, 2019

FINAL COMPLETION DATE: December 31, 2019

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions and item 2 of Supplemental General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

6. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

7. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner (“Confidential Information”). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

8. Required Terms.

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the Contractor by reason of the contract.
- B. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- C. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- D. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- E. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor’s failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 11.1.1. \$1,000.00 per Calendar day past the Substantial Completion date.

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:
Eagle-Elsner, Inc.
PO Box 23294
Tigard, OR 97281

Contractor CCB # 27112 Expiration Date: 4/02/2020
Oregon Business Registry # 135009-13 Entity Type: DBC State of Formation: Oregon

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Eagle-Elsner, Inc.

Clackamas County Board of County Commissioners

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Signature

APPROVED AS TO FORM

County Counsel

Date



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County Supplemental Budget
(Less Than Ten Percent) for Fiscal Year 2018-2019

Purpose/Outcome	Supplemental Budget changes for Clackamas County FY 2018-2019
Dollar Amount and fiscal Impact	The effect has an increase in appropriation of \$2,016,419
Funding Source	Charge for Services and Interfund Transfer.
Safety Impact	N/A
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended October 11, and December 6, 2018 and April 11, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5405

BACKGROUND:

Each fiscal year it is necessary to allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with O.R.S. 294.480 which allows for governing body approval of supplemental budget changes of less than ten percent of qualifying expenditures in the fund(s) being adjusted.

The Sheriff Fund is recognizing an additional interfund transfer from the General Fund and budgeting for personnel costs associated with hiring new deputy positions to become fully staffed.

The Property Resource Fund is recognizing additional internal county services revenue and budgeting for program costs and increasing reserves for future expenditures.

The Children, Youth and Families Fund is recognizing additional General Fund transfer from marijuana revenue and budgeting for program costs associated with the Youth Substance Abuse Prevention Program.

The Health Centers Fund is recognizing additional Medicaid fee for services revenue and budgeting to add a full-time Case Manager position to support the Adult Drug Court Program.

The effect of this Resolution is an increase in appropriations of \$2,016,419 including revenues as detailed below:

Charge for Services	\$ 718,879.
Interfund Transfer	<u>1,297,540.</u>
Total Recommended	<u>\$ 2,016,419.</u>

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers
Budget Manager

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

In the Matter of Providing
Authorization Regarding Adoption of a
Supplemental Budget for items Less
Than 10 Percent of the Total
Qualifying Expenditures and Making
to Appropriations for Fiscal 2018-19



Resolution Order No. _____
Page 1 of 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2018 through June 30, 2019 inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; the funds being adjusted are:

- . Sheriff Fund
- . Property Resources Fund
- . Children, Youth and Families Fund
- . Health Centers Fund,

It further appearing that it is in the best interest of the County to approve this less than 10 percent appropriations for the period of July 1, 2018 through June 30, 2019.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.471, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 20th day of June, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 20, 2019

Recommended items by revenue source:

Charge for Services	\$ 718,879
Interfund Transfers	1,297,540
Total Recommended	<u>\$ 2,016,419</u>

SHERIFF FUND

Revenues:	
Interfund Transfer	\$ 997,540
Total Revenue	<u>\$ 997,540</u>
Expenses:	
Public Protection	\$ 997,540
Total Expenditures	<u>\$ 997,540</u>

Sheriff Fund is recognizing an additional interfund transfer from the General Fund and budgeting for personnel costs associated with hiring new deputy positions to become fully staffed.

PROPERTY RESOURCES FUND

Revenues:	
Charge for Services	\$ 703,000
Total Revenue	<u>\$ 703,000</u>
Expenses:	
General Government	\$ 20,000
Not Allocated to Organizational Unit	
Charge for Services	683,000
Total Expenditures	<u>\$ 703,000</u>

Property Resource Fund is recognizing additional internal county services revenue and budgeting for program costs and increasing reserves for future expenditures.

CHILDREN, YOUTH AND FAMILIES FUND

Revenues:	
Interfund Transfer	\$ 300,000
Total Revenue	<u>\$ 300,000</u>
Expenses:	
Health and Human Services	\$ 60,000
Not Allocated to Organizational Unit	
Special Payments	240,000
Total Expenditures	<u>\$ 300,000</u>

Children, Youth and Families Fund is recognizing additional General Fund transfer from marijuana revenue and budgeting for program costs associated with the Youth Substance Abuse Prevention Program.

SUMMARY OF SUPPLEMENTAL BUDGET
Exhibit A
CHANGES OF LESS THAN 10% OF BUDGET
June 20, 2019

HEALTH CENTERS FUND

Revenues:

Charge for Services	\$ 15,879
Total Revenue	<u>\$ 15,879</u>

Expenses:

Health and Human Services	\$ 15,879
Total Expenditures	<u>\$ 15,879</u>

Health Centers Fund is recognizing additional Medicaid fee for services revenue and budgeting to add a full-time Case Manager position to support the Adult Drug Court Program.



CHRISTA BOSSERMAN WOLFE, CPA
DIRECTOR

DEPARTMENT OF FINANCE

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

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution for Clackamas County for
Transfer of Appropriations for Fiscal Year 2018-2019

Purpose/Outcome	Budget change FY 2018-2019
Dollar Amount and Fiscal Impact	No fiscal impact. Transfer of existing appropriations.
Funding Source	Includes Interfund Transfers
Duration	July 1, 2018-June 30, 2019
Previous Board Action/Review	Budget Adopted June 28, 2018 and amended October 11 and December 6, 2018 and April 11, 2019
Strategic Plan Alignment	Build public trust through good government
Contact Person	Jennifer Chambers, 503-742-5425

BACKGROUND: Periodically during the fiscal year it is necessary to transfer appropriations to more accurately reflect the changing requirements of the operating departments.

Transfers are a method of moving budgeted appropriations during the fiscal year as required by state budget law per ORS 294.463. There is no financial impact incurred as a result of transfers as appropriations for these amounts have been accomplished through the initial budget process.

The attached resolution accomplishes the above mentioned changes as requested by the following operating departments in keeping with a legally accurate budget.

The General Fund – Not allocated to Organizational Unit is budgeting interfund transfers to Children, Youth and Families Fund and the Public Health Fund, from marijuana revenues for program support provided by these funds. This fund is also budgeting an additional interfund transfer to the Sheriff Fund for support towards personnel costs associated with hiring deputy positions to become fully staffed.

The General Fund- Not Allocated to Organizational Unit is reducing contingency and budgeting for higher than anticipated travel and training costs for the Board of County Commissioners.

The County Fair Fund is transferring from contingency and budgeting for higher than anticipated overtime costs.

The Sheriff Fund is re-aligning its budget to better reflect actual program costs.

The Tourism Fund is re-aligning its budget to better reflect actual costs for their Arts and Cultural Affairs Program.

The Stone Creek Golf Course Fund is transferring from contingency and budgeting for additional program cost associated with the golf course.

RECOMMENDATION:

Staff respectfully recommends adoption of the attached Resolution Order and Exhibit A in keeping with a legally accurate budget.

Sincerely,

Jennifer Chambers
Budget Manager

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

In the Matter of Providing
Authorization to Transfer
Appropriations within the Fiscal Year
2018-19



Resolution Order No. _____

Page 1 of 1

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from appropriation category to another;

WHEREAS, transfer of appropriations for the period of July 1, 2018 through June 30, 2019, inclusive is necessary to continue to prudently manage the distribution of those expenditures for the needs of Clackamas County residents;

WHEREAS; the funds being adjusted are:

- . General Fund – Not Allocated to Organizational Unit
- . General Fund – Board of County Commissioners
- . County Fair Fund
- . Sheriff Fund
- . Tourism Fund
- . Stone Creek Golf Course Fund,

It further appearing that it is in the best interest of the County to approve this transfer of appropriations for the period of July 1, 2018 through June 30, 2019.

BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.463, transfer of appropriation within the fiscal year budget is authorized as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

DATED this 20th day of June, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

TRANSFER REQUEST
Exhibit A
June 20, 2019

GENERAL FUND - NOT ALLOCATED TO ORGRANIZATIONAL UNIT

Expenses:

Not Allocated to Organizational Unit	
Materials and Services	(427,000)
Interfund Transfer	1,424,540
Contingency	(997,540)
Total Expenditures	\$ -

General Fund – Not allocated to Organizational Unit is budgeting interfund transfers to Children, Youth and Families Fund and the Public Health Fund, from marijuana revenues for program support provided by these funds. This fund is also budgeting an additional interfund transfer to the Sheriff Fund for support towards personnel costs associated with hiring deputy positions to become fully staffed.

GENERAL FUND - NOT ALLOCATED TO ORGRANIZATIONAL UNIT - BOARD OF COUNTY COMMISSIONERS

Expenses:

Board of County Commissioners	\$ 31,500
Not Allocated to Organizational Unit	
Contingency	(31,500)
Total Expenditures	\$ -

General Fund- Not Allocated to Organizational Unit is reducing contingency and budgeting for higher than anticipated travel and training costs for the Board of County Commissioners.

COUNTY FAIR FUND

Expenses:

Culture, Education and Recreation	\$ 111,446
Not Allocated to Organizational Unit	
Contingency	(111,446)
Total Expenditures	\$ -

County Fair Fund is transferring from contingency and budgeting for higher than anticipated overtime

SHERIFF FUND

Expenses:

Public Protection	\$ 125,000
Not Allocated to Organizational Unit	
Special Payments	(125,000)
Total Expenditures	\$ -

Sheriff Fund is re-aligning its budget to better reflect actual program costs.

TOURISM FUND

Expenses:

Golf Course (Business-type Activities)	\$ 20,000
Not Allocated to Organizational Unit	
Contingency	(20,000)
Total Expenditures	\$ -

Tourism Fund is re-aligning its budget to better reflect actual costs for their Arts and Cultural Affairs Program.

STONE CREEK GOLF COURSE FUND

Expenses:

Culture, Education and Recreation	\$ 299,359
Not Allocated to Organizational Unit	
Special Payments	<u>(299,359)</u>
Total Expenditures	<u>\$ -</u>

Stone Creek Golf Course Fund is transferring from contingency and budgeting for additional program



CLACKAMAS COUNTY COMMUNITY CORRECTIONS
1024 MAIN STREET • OREGON CITY • OREGON • 97045
TELEPHONE 503-655-8603 • • • FAX 503-650-8942

Capt. Malcolm McDonald
 Director

June 20, 2019

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval to Apply for a Grant Award between Oregon Department of Justice, Crime Victim and Survivor Services Division and Clackamas County to Extend and Enhance Direct Services to Victims of Crime.

Purpose/Outcome	Community Corrections would like to increase service capacity for victims of crime in Clackamas County.
Dollar Amount and Fiscal Impact	Maximum amount of award is \$300,000.
Funding Source	Oregon Department of Justice, Crime Victim and Survivor Services Div.
Duration	Up to 36 months
Previous Board Action/Review	No previous Board action.
Strategic Plan Alignment	Provide outreach, support, safety planning, advocacy and victim notification services to survivors and victims of crime so they can make informed choices, recover, and feel safer.
Contact Person	Captain Malcolm McDonald, Director, Community Corrections – 503-655-8717

BACKGROUND: Community Corrections currently has a Victim Services program to serve victims of crime post-adjudication. We work with crime victims who live in Clackamas County and/or the victims of crime of persons supervised by Community Corrections. Our program is designed to offer high quality, individual care to best meet crime victims' needs and concerns. We help to enforce post-conviction victim rights, provide notification of critical stage hearings, requested change in status, assist in safety planning, work in tandem to hold the offender accountable for continuous violations, and work with the community to offer restorative justice opportunities. Last year we were able to assist over 700 victims of crime, which is only a small fraction of the total number of crime victims associated with Clackamas County. We seek to increase our capacity of working with crime victims so no victim's voice or rights are left out of our process.

This grant will increase our capacity to serve survivors and victims of crime in Clackamas County. This grant will fund a full-time Victims Advocate to focus on the crime victim's rights as well as notifications for other critical stage junction of supervision such as violation hearings, early discharge, transfers to bench supervision or out of state, and communications about violations. We will also establish a training fund to allow staff keep updated on new information and emerging trends in victim rights and working with victims of crime.

RECOMMENDATION: Community Corrections respectfully requests that the Board of County Commissioners approve application of this Grant Award from Oregon Department of Justice, Crime Victim and Survivor Services Division, to increase service capacity for victims of crime in Clackamas County.

Respectfully submitted,

Capt. Malcolm McDonald
Director, Community Corrections

Grant Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Application for: Subrecipient funds Direct Grant
Lead Department: Community Corrections Victim Services Program Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: 2019-2022 VOCA Competitive Grant
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Shannon Barkley
Requestor Contact Information: 503-655-8776 Sbarkley@clackamas.us
Department Fiscal Representative: Nora Jones

Program Name or Number (please specify): 2019-2022 Victims of Crime Act (VOCA) Competitive Project Grant

Brief Description of Project:

Add and additional advocate with Community Corrections to work with post-conviction victims of crime. Also establish a training fund for the Victim Service's Program (VSP) as well as Client assistance funds.

Name of Funding (Granting) Agency: Oregon Dept. of Justice Crime Victim and Survivor Services Division (CVSSD)

Agency's Web Address for Grant Guidelines and Contact Information:

Marjorie Doran
503-378-5059
marjorie.doran@doj.state.or.us

OR

Application Packet Attached: Yes No

Completed By: Shannon Barkley Date 6/6/2019

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: August 2019
CFDA(s), if applicable: 16.575
Announcement Date: 5/15/2019 Announcement/Opportunity #: _____
Grant Category/Title: VOCA Competitive Project Grant Max Award Value: \$ 300,000.00
Allows Indirect/Rate: no Match Requirement: 25%
Application Deadline: 7/9/2019 Other Deadlines: _____
Grant Start Date: 10/1/2019 Other Deadline Description: Funding deadline: 10/1/2019
Grant End Date: 9/30/2022 Program Income Requirement: _____
Completed By: Nora Jones Pre-Application Meeting Schedule: 6/10/2019

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal St:

Mission/Purpose:

1. How does the grant support the Department and/or Division's Mission/Purpose/Goals?

This grant will allow for increased service capacity. We will be able to serve more post-conviction crime victims and ensure their post-conviction rights will be upheld. This new position will focus on the crime victim's right to notification. The position will prioritize notifying crime victims when the offender is on supervision and offering their post-conviction rights, as well as notifications for other critical stage junctions of supervision such as violation hearings, Early Discharge, transfers to Bench supervision, transfers out of state, and communications about violations. It will also establish a fund for trainings that have a cost associated with them. Trainings will keep the advocate knowledgeable about new information and emerging trends in victim rights and working with victims of crime.

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

Currently there are no community partners who can share in this work. Nor are there any better suited to this work than an advocate situated right in Community Corrections who has direct access to information.

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

1. Increase victim notification:

We will do this by increasing the capacity to actually notify victims of their victim rights and notification when the offender is on supervision.

2. Increase Victim Safety:

We will do this by increasing the number of victims the Community Corrections Victim Services Program is able to reach.

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

The grant will fund an additional position within Community Corrections Victim Services Program, which at this time consists of one full time employee.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant timeframe?

The Victim Services Program will need to hire an additional staff position for the duration of the grant period, 2019-2022. Notifications of award will be sent out in August, with the grant start of October 1, 2019. VSP will have plenty of time to hire this position in the grant timeframe.

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

There are no partnership efforts required, however, the District Attorney Victim Services program has offered to help with the grant application and to be a source of information during the grant period.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This position will be grant funding dependant. We will be eligible to apply each grant period this grant remains funded. By being awarded this competitive grant, it will open up funding sources for non-competitive grant funding so hopefully we will continue to be able to fund this position for quite some time. Our hope is that the county will see the need and importance of continued funding for this position and to one day have this position also be fully funded through the County.

4. If funded, this grant would create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This would not create a new program, just a new position within an already existing program. After initial funding is exhausted, I can apply for the next grant cycle, or different grant funding. In the future I do hope the department sees the need to continue this position through the budget process.

Collaboration

1. List County departments that will collaborate on this award, if any.

Any collaboration is unofficial and in an information sharing capacity. The DA's Victim Assistance Program, the County's DV Coordinator will assist in a non-official capacity.

Reporting Requirements

1. What are the program reporting requirements for this grant?

Reporting for this application will be done through the CVSSD E-Grants system, and as appropriate, in Office for Victims of Crime (OVC) Performance Measures Tool (PMT) online system. See the reporting schedule at the end of this section. Details on reporting in the OVC PMT online system will be provided when awards are final.

1. Financial Reporting

- a. Subrecipients must submit a Quarterly Financial Report (QFR) form, as described in the sample VOCA Grant Agreement. All accompanying progress reports for the quarter must be submitted in order for payment to be made.
- b. In addition to any specified conditions, subrecipients must adhere to the financial guidelines set forth in the fund-specific CVSSD Grant Agreement.

2. Narrative Reporting Requirements

Narrative reports will be submitted annually both in the OVC PMT online system and in a Progress Report through E-grants. See required reporting dates below.

a. Federal Report Outcome Questions in the OVCPMT

The following questions will appear in the OVCPMT due on October 31st.

VOCA Competitive RFA 2019-2022 27

1. Number of requests for services that were unmet because of organizational capacity issues. Please explain.
2. Does your organization formally survey clients for feedback on services received? All VOCA subrecipients must say "yes".
3. Number of surveys distributed (includes, but is not limited to, those distributed by hand, mail, or other methods).
4. Number of surveys completed.
5. Please discuss some of the challenges your victim assistance program faced during the course of the Federal fiscal year.

b. VOCA Annual Report Questions in CVSSD E-Grants

Subrecipients must answer narrative questions in CVSSD E-grants progress reports forms. CVSSD collates subrecipient responses into the annual Performance Report which CVSSD submits to OVC. These questions will appear in your E-grants Progress Report due on October 31st.

1. Please discuss the major issues in your program/organization that either assist or prevent victims from receiving assistance during the reporting period.
2. Please describe ways that your agency promoted the coordination of public and private efforts within the community to help crime victims during the reporting period.
3. Please describe any notable activities during the reporting period that improved delivery of victim services.
4. Please discuss each priority (i.e., child abuse, domestic assault, sexual assault, and underserved) in which VOCA funds have been used to assist crime victims during the reporting period (e.g., using case histories or other descriptions).
5. Please briefly describe efforts taken to serve Victims of Federal crime during the reporting period.

6. Please identify any emerging issues or notable trends affecting crime victim services in your service area during the reporting period.
7. Please briefly outline any staffing retention issues that your program/organization has and why these issues have occurred during the reporting period (e.g., high turnover due to insufficient salary, insufficient benefits, and heavy workload).
8. Please explain the methods your program/organization utilizes to publicize its victim assistance funding for services to victims of crime during the reporting period.
9. Please explain how your program/organization was able to provide direct funding to new/underserved populations during the reporting period.
10. Please explain how your program was able to respond to gaps in services during the reporting period.

c. Semi-Annual Report

Subrecipients must submit a semi-annual progress report in the E-grant system on project goals, objectives, target output numbers and outcomes every six months. Semi-Annual reporting does not apply to Tribal Nations.

3. Statistical Reporting Requirements

CVSSD's Grant Agreement requires that subrecipients report statistical data on a quarterly basis in the OVCPMT.

4. Reporting on CVSSD Common Outcome Measures

All VOCA subrecipients are required to collect feedback on services provided using prescribed common outcome measures listed below. The client feedback will not be tied to the specific, VOCA funded project, but rather to all victim services provided by the program. Programs are asked to collect client feedback from at least 10% of appropriate clients with the goal of a 90% positive response. Subrecipients are only obligated to survey appropriate clients, and should specify which clients will be surveyed via an internal, agency policy. For example, no clients in crisis would be appropriate, whereas clients receiving follow-up services may be more appropriate. Programs may use Client Feedback Forms already in use in their agency.

In addition, programs must ask the following appropriate two discipline specific measures:

For programs serving primarily victims of domestic violence and sexual assault:

1. After working with this agency, I have some new ideas about how to stay safe.
2. After working with this agency, I know more about resources that may be available, including how to access them.

Grant recipients are required to report client responses collected by one of three types of services provided: 1) clients receiving shelter services; 2) clients receiving support group services; and 3) clients receiving non-shelter based advocacy and other services. Agencies do not have to collect evaluations from all three groups.

For programs serving all types of victims of crime (including Prosecutor Based Victim Assistance Programs):

1. As a result of the information I received from the Victim Assistance Program, I better understand my rights as a victim of crime.
2. The information given to me by the Victim Assistance Program helped me better understand the criminal justice system process as it relates to my case.

5. Report Dates

All reports will be submitted electronically through the CVSSD E-Grants system according to the following schedule:
 Reporting Period Quarterly Reports Semi-Annual Goals/Objectives E-Grants Progress Report Reports Due Annual Narrative E-Grants Progress Report OVCPMT Reports Due E-Grants Financial Common Outcome Measures Reports Due OVC PMT Statistics Reports Due

October 1 – December 31

January 31

NA

NA

January 1 – March 31

April 30

April 30

NA

April 1 – June 30

July 20

NA

NA

July 1 – September 30

October 31

October 31

October 31

2. How will grant performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

We will be using a combination of existing data sources as well as creating a new source of data collection. We will create a victim feedback survey as well as a statistical data sheet for grant reporting. They will be easily created within the grant timeframe.

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

1. Financial Reporting

- a. Subrecipients must submit a Quarterly Financial Report (QFR) form, as described in the sample VOCA Grant Agreement. All accompanying progress reports for the quarter must be submitted in order for payment to be made.
- b. In addition to any specified conditions, subrecipients must adhere to the financial guidelines set forth in the fund-specific CVSSD Grant Agreement.

Fiscal

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

Yes. This grant will fund a 1.0 FTE Victim Advocate as well as training and supplies.

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

No other revenue will be needed to fund this request beyond the grant.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

25% of awarded grant, which would total \$25,000 per year for three years for a total of \$75,000. Less, if the grant award is less than the requested \$300,000. The current funding for the Existing Victim Services Coordinator meets the grant match requirement.

4. Does this grant cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

No indirect costs will be charged to this grant.

Program Approval:

Shannon Barkley

Name (Typed/Printed)

Date

Signature

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

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
n/a		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Capt. Malcolm McDonald		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Matt Westbrook		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

*(Required for all grant applications. If your grant is awarded, all grant **awards** must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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



JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Intergovernmental Agreement No. DCJ-IGA-R-10721-2019 (Formerly
Contract Number 0607133 Amendment #9)
Between Multnomah and Clackamas Counties**

Purpose/Outcomes	This is Amendment No 9 to an Intergovernmental Agreement (IGA) with Multnomah County to purchase 13 secure custody detention beds at Donald E. Long Detention Facility. The bed day rate increased to \$318.27 from \$309.00 based on the four year phase in cost of 3% per year inflation.
Dollar Amount and Fiscal Impact	The maximum contract value is \$1,514,328.66
Funding Source	General Fund, JCP Basic and Diversion, CCSO
Duration	Effective July 1, 2019 through June 30, 2020
Previous Board Action	June 7, 2018 Agenda Item F.3; June 8, 2017 Agenda Item F.2; April 28, 2016 Agenda Item E.1; March 26, 2015 Agenda Item E.1; June 26, 2014 Agenda Item E.1; June 20, 2013 Agenda Item D.1; September 8, 2011 Agenda Item F.1; October 7, 2010 Agenda Item D.1; June 21, 2007 Agenda Item E.1;
Strategic Plan Alignment	1. Provide assessment and detention services to youth so they can receive the appropriate level of monitoring and services that provides for community safety. 2. Ensure safe, healthy and secure communities.
Counsel Review	6/6/19
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
Contract No.	DCJ-IGA-R-10721-2019

BACKGROUND:

Attached is an Amendment No. 9 to IGA No 0607133. This IGA has been renamed to Contract Number DCJ-IGA-R-10721-2019. This IGA is to purchase 13 secure custody detention beds from Multnomah County. Since 1981 Clackamas County has contracted annually with

Multnomah County for access secure custody for juveniles awaiting process in the juvenile court system.

RECOMMENDATION:

Staff recommends the Board approval to apply for the renewal of the Intergovernmental Agreement Number DCJ-IGA-R-10721-2019.

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-655-8788

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

Contract Number DCJ-IGA-R-10721-2019
(Formerly Contract Number 0607133 Amendment #9)

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

The parties agree:

- I. The following changes are made to Agreement No. 0607133:

(**Note:** Wording with ~~strike through~~ is being deleted; wording in **bold italics** is being added.)

- A. The Contract Number of this Intergovernmental Agreement shall be changed from 0607133 to DCJ-IGA-R-10721-2019.
- B. Amend Section III (A) SERVICES TO BE PROVIDED, Multnomah County shall perform as follows, by adding the following Section III(A)(4):

4. Notifications.

Multnomah County shall notify Clackamas County Juvenile Department of incidents involving an admitted Clackamas County juvenile that: (1) involves an injury or restraint, and/or (2) results in room confinement, and/or (3) is subject to PREA, within 24 hours. Notification shall be by email to a group email account designated by Clackamas County, and shall include the then known material facts of the incident. Further notification will be made via email to the designated group email account within 24 hours of completion of the JJIS incident report concerning any admitted Clackamas County juvenile subject to injury, restraints, room confinement or PREA.

- C. Amend Section III (A) SERVICES TO BE PROVIDED, Multnomah County shall perform as follows, by adding the following Section III(A)(5):

5. Reporting.

Multnomah County shall provide Performance-based Standards (PbS) reports to the Clackamas/Washington County Juvenile Department Director in June (April data collection) and December (October data collection) of each year during which this Agreement is in effect.

- D. Amend Section V(A), AGREEMENT TERM AND TERMINATION, to read as follows:

- A. The term of this Agreement shall be from July 1, 2007 through June 30, ~~2019~~ **2020**, with an option to renew for an additional two (2) years applying an annual increase based on the CPI-W calculated on the second half of the preceding fiscal year unless modified or terminated according to the terms of this Agreement.

- E. Amend Section III(C), Compensation Rates and Mode of Payment, §2., to read as follows:

2. Based upon the four (4) year phase-in cost and the 3% per year inflation, Clackamas and Multnomah agree that the bed day rates per year for ~~fifteen beds (15)~~ **thirteen beds (13)** will not exceed the amounts listed below for each year of this Agreement. However, should the Actual Operating Cost per bed day be less than the phase-in cost projected below, Multnomah will charge Clackamas the lower Actual

Operating Cost as calculated by Multnomah. Clackamas will pay the full cost of all ~~fifteen beds (15)~~ **thirteen beds (13)** in each year regardless of whether or not they are utilized.

<u>Fiscal Year</u>	<u>Bed Day Rate</u>	<u>Annual Cost 14 Beds</u>
2007-2008	\$196.18	\$1,005,226.32
2008-2009	\$225.61	\$1,152,867.10
2009-2010	\$259.45	\$1,325,789.50
2010-2011	\$277.15	\$1,416,236.50
2010-2011 (four additional beds)	\$125.00	\$136,500.00
2011-2012	\$282.69	\$1,448,503.56
2012-2013	\$282.69	\$1,444,545.90
2013-2014	\$282.69	\$1,444,545.90
2014-2015	\$288.06	\$1,787,412.30 (17 beds)
2015-2016	\$288.06	\$1,792,309.32
2016-2017	\$288.92	\$1,792,748.60
2017-2018	\$300.00	\$1,861,500.00 (17 beds)
2018-2019	\$309.00	\$1,691,775.00 (15 beds)
2019-2020	\$318.27	\$1,514,328.66 (13 beds)

F. Amend Section III(C), Compensation Rates and Mode of Payment, §3., to read as follows:

3. Clackamas may utilize more than ~~fifteen (15)~~ **thirteen (13)** beds under this Agreement without charge so long as Clackamas' individual bed use does not exceed ~~seventeen (17)~~ **fifteen (15)** beds or combined with that of Washington County does not exceed ~~thirty-six (36)~~ **thirty-four (34)** beds, and providing Multnomah does not reach its budgeted capacity of male or female beds. If the combined capacity of male or female beds changes, Clackamas will be notified by letter.

II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

County Chair or Designee: _____

Date: _____

Dept Director or Designee: _____

Date: _____

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney /s/ David Blankfeld

Date: May 29, 2019

CLACKAMAS COUNTY, OREGON:

Signature: _____

Print Name: Jim Bernard

Title: Clackamas County Chair

Date: _____

Approved as to form by: /s/ Jeff Munns

Date: June 6, 2019



CHRISTINA L. McMAHAN
DIRECTOR

JUVENILE DEPARTMENT
JUVENILE INTAKE AND ASSESSMENT CENTER
2121 KAEN ROAD | OREGON CITY, OR 97045

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #7 Intergovernmental Agreement with Multnomah County Assessment and Evaluation for Assessment and Evaluation Beds for Youth

Purpose/Outcomes	Amend the Intergovernmental Agreement to increase encumbrance for Fiscal Year 18-19, add compensation for Fiscal Year 19-20, and continue the purchase of assessment and evaluation beds to June 30, 2020
Dollar Amount and Fiscal Impact	\$25,000 for Fiscal Year 18-19, \$605,886 for Fiscal Year 19-20
Funding Source	These beds are funded with General Fund
Duration	Terminates on June 30, 2020
Previous Board Action	Amendment #6 approved June 21, 2018, Agenda item V F.1
Strategic Plan Alignment	1. Provide interventions, compliance monitoring, and restorative services to youth so they can be accountable to victims and the community to repair the harm they have caused. 2. Ensure safe, healthy and secure communities.
Counsel Review	6/6/19
Contact Person	Ed Jones, Juvenile Dept. Administrative Services Manager – 503-650-3169
Contract No.	2015001 Amendment 7

BACKGROUND:

Attached is an amendment to increase compensation for Fiscal Year 2018-19 by \$25,000. We are utilizing the beds at a higher rate for this year-to-date than historical and want to ensure continuum of service as we transition to new contracts for the new Fiscal Year. This amendment is also to renew and add compensation to purchase assessment and evaluation beds until June 30, 2020 between Clackamas County Juvenile Department and Multnomah County. This IGA was originally approved in September 2014, increased in 2015, renewed in 2016 renewed and increased in 2017 and renewed and increased in 2018.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Amendment No. 7 Intergovernmental Agreement

Respectfully submitted,

Christina L. McMahan, Director
Juvenile Department

MULTNOMAH COUNTY
INTERGOVERNMENTAL AGREEMENT AMENDMENT No. 7

(Amendment to change Contract provisions during contract term.)

Contract Number 2015001 Amendment 7

This is an amendment to Multnomah County's Contract referenced above effective July 1, 2017 between Multnomah County, Oregon, hereinafter referred to as MULTNOMAH, and Clackamas County, Oregon, hereinafter referred to as County.

The parties agree:

- I. The following changes are made to Contract No. 2015001:

(Note: Wording with strikethrough is being deleted; wording in ***bold italics*** is being added.)

A. ARTICLE II – AGREEMENT PERIOD

The effective date of this Agreement is September 15, 2014, or upon final signature, whichever is later. The expiration date is ~~June 30, 2019~~ ***June 30, 2020***.

C. Article III – CONSIDERATION

COUNTY agrees to pay MULTNOMAH for services performed under this Agreement in the fixed amount of ~~\$152.94~~ ***\$180.28*** per bed day through June 20, 2019. Starting July 1, 2019 the COUNTY agrees to pay MULTNOMAH for services performed under this Agreement the fixed amount of ***\$197.65*** per bed day up to a maximum of ~~\$454,437~~ ***\$605,886***. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement.

The maximum amount of ~~\$454,437~~ ***\$605,886*** shall be divided as follows:

September 15, 2014 – June 30, 2015 Amount to be paid: \$43,785
July 1, 2015 – June 30, 2016 Amount to be paid: \$87,570
July 1, 2016 – June 30, 2017 Amount to be paid: \$87,570
July 1, 2017 – June 30, 2018 Amount to be paid: \$117,756
July 1, 2018 – June 30, 2019 Amount to be paid: ~~\$117,756~~ ***142,756***
July 1, 2019 – June 30, 2020 Amount to be paid: \$126,449

MULTNOMAH shall be paid the current BRS rate. If the BRS rate changes during the term of the Contract, County shall be notified of the rate change via letter. The contents of the letter(s) shall become a part of this Contract as if fully set forth herein.

- II. All other terms and conditions of the contract shall remain the same.

MULTNOMAH COUNTY, OREGON:

CONTRACTOR:

County Chair or Designee: n/a

Date: _____

Dept Director or Designee: June Tim Fire ERICA PRUITT

Date: 6/5/19

REVIEWED:

JENNY M. MADKOUR
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

By Assistant County Attorney n/a

Date: _____

Signature: _____

Print Name: Jim Bernard, Clackamas County Chair

Title: Finance Manager

Date: _____

Approved as to form by: _____

Date: _____



Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

June 20, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Labor Contract Between The County of Clackamas and the
AFSCME Central Communications (AFSCME-CCOM)

Purpose/Outcomes	Settlement of labor contract
Dollar Amount and Fiscal Impact <i>(for the life of the contract)</i>	\$437,604
Funding Source	User Fees
Duration	July 1, 2018 – June 30, 2021
Previous Board Action	January 15, 2019 - Executive Session June 11, 2019 – Issue Session
Strategic Plan Alignment	Build public trust through good government.
Contact Person	Eric Sarha, Deputy HR Director 503-655-8292
Contract No.	N/A

BACKGROUND:

Clackamas County and AFSCME-CCOM entered into bargaining for a new contract on May 14, 2018. The County and AFSCME-CCOM held seven (7) bargaining sessions. On April 11, 2019, the County presented a package proposal with all open remaining articles addressed. On May 31, 2019, AFSCME-CCOM's ratification vote successfully passed. The agreement that was ratified by the Union is attached.

The significant wage and other economic changes are outlined below:

Cost of Living Adjustment (COLA)

- For fiscal year 2018-19, 2.8%. In lieu of retroactive pay, employees will receive a one-time lump sum payment based on gross earnings for the period of July 1, 2018 to the first full pay period after the effective date of ratification. *2.8% cost of living increase and has been factored into the total fiscal impact.*
- For fiscal year 2019-20, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2019. *For fiscal year 2019-20 (year 2) the Index has published a 3.5% cost of living increase and has been factored into the total fiscal impact.*
- For fiscal year 2020-21, 0%-4.5% based on CPI-W: West Urban Annual Average effective July 1, 2020. *Projected 3.0% cost of living increase for year three has been assumed and factored into the total fiscal impact.*

The CPI Index historical used (Portland/Salem) is no longer being published after January 1, 2018. Therefore, the County negotiated a new CP Index. The CPI Index agreed to is the same Index used for the non-represented group and negotiated with CCEA, AFSCME-WES, and AFSCME-DTD. In years two and three, the floor of the cost of living increase was reduced from 2% to 0%. The ceiling remains the same, 4.5%.

Other Wage Increases:

- TECH TEAM STANDBY (new): Tech Team employees assigned to standby will receive compensation of ten (10) hours for every seven (7) day standby period.
(\$45,925 life of contract)
- TECH TEAM OFF-HOURS CALLOUT PAY (new): If a Tech Team employee is required to report to the worksite while on standby, the employee will be compensated time and one half (overtime rate) for the period of time from which the original contact was made, until the end of the shift, to include travel time.
(unpredictable cost)
- TRAINING PAY: An employee who possesses and active APCO Certified Training Officer credential will be paid 3% in addition to their regular rate of pay regardless of whether the employee is actively training or not.
(\$73,646 life of contract)

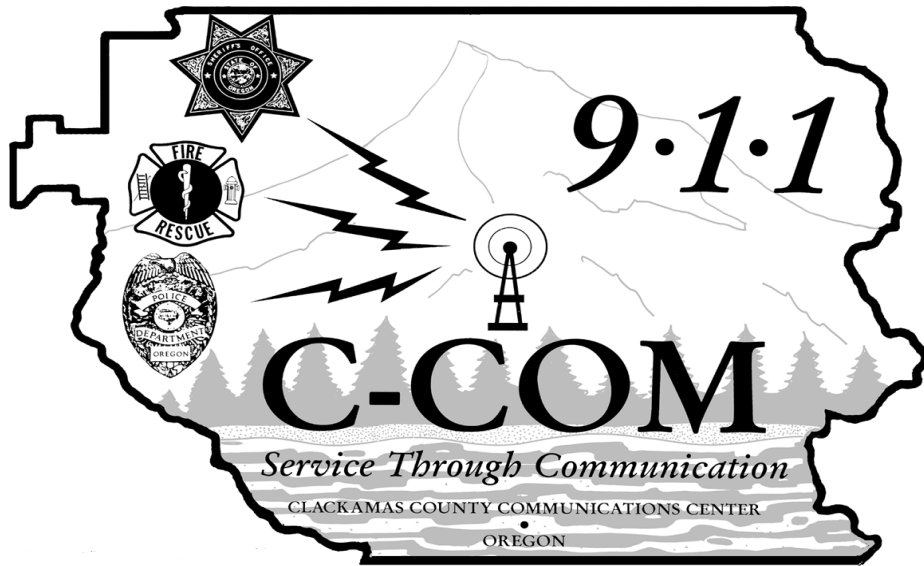
RECOMMENDATION:

Staff recommends the Board approve the attached contract for AFSCME Central Communications (AFSCME- CCOM) 2018-2021

Respectfully submitted,

Eric Sarha
Human Resources Deputy Director

COLLECTIVE BARGAINING AGREEMENT



Between
CLACKAMAS COUNTY, OREGON
And
**C-COM EMPLOYEES
LOCAL NO. 350-7,
AFSCME COUNCIL 75
AFL-CIO**
July 1, 2018
through June 30, 2021

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PREAMBLE

This Agreement is entered into between Clackamas County, Oregon, hereinafter referred to as the "County" and Clackamas County 'C-Com' Employees Local 350-7, Council 75 of the American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the "Union." The purpose of this agreement is the promotion of harmonious relations between the County and the Union; and the establishment of an equitable and peaceful procedure for the resolutions of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time and regular part-time Call Takers, Dispatchers and Non-dispatch staff employed by Clackamas County, excluding supervisory and confidential employees as defined by ORS 243.650.

ARTICLE 2 – DEFINITIONS

1. *REGULAR EMPLOYEE*

A regular employee means any employee who has been appointed to a position in the classified service in accordance with the law governing regular appointments and who has successfully completed their probationary period.

2. *REGULAR PART-TIME EMPLOYEE*

A regular part-time employee means any part-time (not temporary) employee who works twenty (20) hours or more per week on a regular basis.

3. *DISPATCHERS*

Means Communications Dispatcher Trainee, Dispatcher 1, Communications Shift Leader (also known as Dispatcher 2), and Call Taker except where specifically written as separate.

4. *CALL TAKER*

Means a certified Call Taker who is not in training and works in the Communications Call Taker classification.

5. *T1 (TRAINED TO ONE)*

Means a Communications Dispatcher Trainee who has been certified in any one dispatching discipline but not T2.

6. *T2 (TRAINED TO TWO)*

Means a Communications Dispatcher Trainee who has been certified in call taking and at least one dispatching discipline.

7. *DISPATCHER TRAINEE*

For purposes of this contract, a Communications Dispatcher Trainee is any employee in training who is not fully certified in all three disciplines by C-COM.

8. *NON DISPATCH STAFF*

Means Communication Technical Systems Coordinator, Communications Systems Specialist, Emergency Communications Data Specialist, Administrative Assistant, Training and Quality Assurance Coordinator, and other non-dispatch staff.

9. *ABBREVIATIONS*

The following abbreviations may be used when referring to the different classifications within the contract:

DT = Communications Dispatcher Trainee

T1 = Communications Dispatcher Trainee certified in any one dispatching discipline but not a T2
T2 = Communications Dispatcher Trainee certified in one dispatching discipline and call taking
CT = Communications Call Taker
D1 = Communications Dispatcher 1
D2 = Communications Shift Leader
TQAC = Training and Quality Assurance Coordinator

10. JOB SHARE

“Job Sharing Position” means a situation in which no more than two (2) individuals on a shared time basis perform the duties and responsibilities of the one full-time position. To be a job share, the two (2) employees must ONLY be performing the duties that would be assigned if the position was filled by one full time employee.

11. STAFF ENHANCEMENT

“Staff enhancement” refers to additional employees scheduled for particular shifts for special events, training purposes, or other situations in which additional staff are required to cover the anticipated workload.

12. OPEN SHIFT OR HOURS

“Open shift or hours” refers to shifts or hours which count towards the staffing levels, but which do not have a regularly scheduled employee assigned to work.

13. SENIORITY

A. Seniority will be established based on hire date to the classification.

Employees who have been promoted from any dispatch position (e.g. CT, D1, D2) to a non-represented position or a non-dispatch position within the department, who return to a previous bargaining unit classification (e.g. Operations Supervisor to D1/D2, any Technical position to D1) will retain their original seniority date of hire to the returning classification if they return to the position within six (6) months of their last dispatch classification.

Non-dispatch employees within the bargaining unit or employees who have been promoted to a non-represented position within the department, who occupy the position for more than six (6) months and subsequently return to a previously held dispatch classification (e.g. Administrative Assistant to D1/D2, Operations Supervisor to D1) will have a new effective seniority “date of hire” based on their total time within that dispatch classification.

In the event that an employee changes classification, their original classification seniority will be frozen and they will begin accruing seniority in their new classification. In no event shall an employee accrue seniority simultaneously in more than one classification or be allowed to transfer their seniority from one classification to another. Employees are allowed to voluntarily demote to another classification no more than once every twenty-four (24) months from the date of the classification change.

Employees who leave the bargaining unit and full time employment with CCOM, and who subsequently return to a previously occupied position in the bargaining unit within six (6) months, will retain their original seniority date(s) of hire in the classifications in which they served while previously employed at C-COM. If the employee returns after six (6) months, their seniority will be defined as beginning on their most recent date of hire.

- B. When more than one candidate is hired on the same date, seniority will be determined by the candidates' high score combining the Ergometrics and Critical tests. In the event of a tie with the combined test scores, seniority with those with tied scores would be determined based on the candidates' placement from the department interview. The higher the score or placement on the department interview panel, the higher the seniority will be. Current CCOM employees working in another position would have their seniority calculated based on Article 2 (Definitions), Section 13 A.
- C. For purposes of Shift Bid under Article 6, Section 5, seniority for Call Takers (CT) is defined as the date of hire within the classification.
- D. For purposes of Shift Bid under Article 6, Section 5, seniority for D1 (Communications Dispatcher 1) is defined as date of hire as a DT or D1.

If a D2 demotes to D1 they will retain their original D1 seniority date of hire.

- E. For purposes of Shift Bid under Article 6 Section 5, seniority within the D2 classification shall be defined as the date of hire within the classification.

If the employee should exercise a voluntary demotion to the D1 classification and subsequently returns to the D2 classification within six (6) months, their D2 seniority shall be defined as total time served within the classification.

The formula for establishing the new effective seniority "date of hire" for a D2 will be determined by counting backward from the most recent promotion date by the actual number of days previously served within the D2 classification.

If an employee has voluntarily demoted to D1 classification for longer than six (6) months, or has been demoted to the D1 classification in a just

cause disciplinary action and subsequently returns to a D2 classification, the seniority shall be defined as beginning on the date of the last promotion.

- F. For purposes of Vacation Bid, Article 8 (Vacation), Section 4 (Vacation Schedule Sign Up), seniority is defined as the seniority date of hire with CCOM.

- G. For the purposes of Overtime Schedule, Article 14, Section 7 Overtime Scheduling, seniority is defined as the seniority date of hire with CCOM.

- H. For the purposes of Longevity, Article 14 (Wages), Section 15 (Longevity Payment), seniority is defined as total continuous County service as defined in 2.05.200.8 of the County Personnel Ordinance.

- I. For the purposes of Layoff and Recall, Article 18, seniority is defined as total continuous service within the County for those employees with a CCOM hire date prior to 7/1/00; within the department for those employees with a CCOM hire date on or after 7/1/00.

- J. For the purposes of part-time Regular status, seniority accrual will be pro-rated based on the established percentage of 1 FTE.

ARTICLE 3 – PRESERVATION OF PUBLIC RIGHTS

The Union recognizes that an area of responsibility must be reserved to the County if County government is to effectively serve the public. Therefore, the County shall have the full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the County and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other term of this Agreement.

1. The determination of the governmental services to be rendered to the citizens of Clackamas County, Oregon.
2. The determination of the County's financial, budgetary and accounting procedures.
3. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to create or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to purchase, dispose and assign equipment or supplies; and the right to contract or subcontract for work.

The County, in exercise of the above-mentioned functions, will not discriminate against any employee because of their membership in the Union.

ARTICLE 4 - UNION DUES

All employees covered by the terms and conditions of this Agreement shall have the voluntary choice of whether to become members of the Union. The County agrees to deduct dues in an amount determined by the Union from the wages of each employee who chooses to become a member of the Union and provides written authorization to deduct dues. The County agrees to deposit the total amount deducted from all members into an established account designated by the Union, on a monthly basis. Such uniform amounts as the Union certifies to the County as the monthly dues approved by the members of the Union shall remain as the amount to be deducted hereunder.

Employees terminating with less than ten (10) working days in any calendar month will not be subject to dues deduction.

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership; however, there shall be a five (5) day window period each year during which the employee may drop their membership without penalty by contacting the Union. The five (5) day window period shall commence on August 1st of each year.

The County will not be liable for check-off errors, but will make proper adjustments with the Union for errors as soon, as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for both parties to have adequate information on dues check off, an up-to-date list of eligible members of the bargaining unit will be delivered to the Union. Such list shall include all members paying dues in the previous pay period.

The Union agrees to indemnify and hold the County harmless from and against any and all claims, suits, orders or judgments brought against the County as a result of the County's compliance with the provisions of this Section and to reimburse any fees, costs or expenses incurred by the County in connection with the same.

The County shall furnish monthly to the Union an electronic list of new employees who have accepted positions represented by the Union along with anticipated start dates. The list shall contain the name, job title, employee identification number, address, phone number, department, and monthly salary.

ARTICLE 5 - PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY

1. The COUNTY agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employee to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.
2. The COUNTY shall remit the aggregate deduction of all employees, together with an itemized statement showing the name and employee I.D. number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to the Treasurer of the National PEOPLE Committee, AFSCME, AFL-CIO, P.O. Box 6587, Washington, D.C. 20009.
3. All PEOPLE contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and the County. It is expressly understood that PEOPLE contributions are not required as a condition of employment.
4. The Union shall indemnify and save the County harmless against any and all claims, damages, suits or other forms of liability which may arise out of action taken or not taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE 6 - HOURS OF WORK

1. **REGULAR HOURS**

The regular hours of work each day for Dispatchers, Shift Leaders, and Call Takers shall be consecutive except for interruptions for a paid lunch break and two (2) twelve (12) minute paid breaks. The regular hours of work each day for the non-dispatch staff shall be consecutive except for a one-hour unpaid lunch period and two (2) twelve (12) minute paid breaks.

Part-time dispatchers will have regularly scheduled hours of work.

2. **WORK WEEK**

The workweek will be based on the following staffing levels:

The standard workweek for full time Dispatchers, Shift Leaders, and Call Takers is four (4) days on, three (3) days off with ten (10) hour shifts. When the number of fully trained Dispatchers and Shift Leaders is 22 or fewer, the standard work schedule for full time Dispatchers, Shift Leaders, and Call Takers is four (4) days on, three (3) days off, with eleven (11) hour shifts (that is, a 10-hour shift plus one hour of overtime paid at 1.5 times the employee's hourly rate of pay).

The County may eliminate the 11th hour at staffing levels of 22 or higher and move full time Call Takers, Dispatchers and Shift Leaders to 10 hour shifts. The County will give the Union a minimum of 60 days' notice prior to eliminating the "11th hour". The effective date of this change shall occur after the following vacation bid. A new shift bid will be concurrent with the vacation bid to accommodate this transition.

Trainees will work four (4) days on, three (3) days off, 10-hour shifts. Trainees' work schedules for on-the-floor training may be altered by mutual agreement between the County and the Union.

Exceptions may be made to trainee work schedules for off-the-floor training needs.

The non-dispatch staff shall have a regular work schedule of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off. Upon the request of the employee and with approval of the director, the non-dispatch staff may work a different schedule as long as it totals 40 hours per week and has consecutive days off. Non-dispatch employees shall be charged for vacation and sick leave according to their schedule, e.g., for a 10-hour schedule, 10 hours would be charged.

Within ninety (90) days following ratification of the contract, the parties agree to form a committee to evaluate all future scheduling options that meet user interests, employee interests, and operational needs.

3. REST PERIODS

All employees' work schedules shall provide for a rest period of twelve (12) minutes during each one-half shift. Rest periods shall be taken in approximately the middle of the one-half shift.

4. LUNCH PERIODS

Employees shall be granted a paid lunch period of 30 minutes for 5-6 actual hours worked, 45 minutes for 7-8 actual hours worked, 1 hour for 9-13 actual hours worked, or 1 ½ hours for 14 – 16 hours worked.

Dispatchers will be allowed to leave the Center for their lunch break provided that they take a pager and notify the Floor which pager they will be using. They shall remain on-call and available for duty within a fifteen minute radius of the Center. If scheduled staff is short, or in exceptional circumstances where workload dictates, lunches may be cancelled or employees may be required to remain in the building.

Missed lunches will be paid at additional straight time for actual time missed during recall.

5. SHIFT SCHEDULE

- A. Subject to the needs of the County, employees shall be assigned to shifts by seniority.
- B. Employees shall be allowed to bid on shifts (subject to the County's operational needs) once a year, by seniority, during the month of December, with shift assignments effective as soon as is practical after the following March 1, but in no event later than March 15.
- C. Call Takers will bid on shifts separate from D1/D2 shift bid.
- D. If a D1 shift is vacated that was originally offered to D2s and then converted to a D1 shift, the shift then would be first offered to the D2 whose shift is the most similar to the available shift. If a Call Taker shift is vacated and if the shift is not eliminated, only Call Takers will be allowed to bid on the vacated shift.
- E. Permanent shift vacancies created by changes in times, terminations, layoffs, transfers, promotions, etc. shall be posted for seven (7) calendar days. Employees shall be able to bid for such vacancies by seniority.
- F. Employees off on vacation may bid by letter or phone, as long as such letter or phone call is received prior to the completion of the seven (7) calendar days. Should another shift opening occur as a result of the above vacancy, that opening will be posted for a minimum of four (4) days.
- G. Any employee required to make a shift change with less than eight (8) calendar days' notice shall receive time and one-half (1 ½) compensation for all hours

worked for that period of time which is less than the eight (8) day period, except for employees in training who are routinely required to rotate for shift visits and schedule "ride-alongs" and "geo-tours" before final training sign off.

H. During shift sign up, Management will designate shifts that may be removed or added for coverage. When possible, schedule balancing will coincide with vacation bidding.

6. STAFF AND TRAINING MEETINGS

Two training/staff meeting days, including alternates when feasible, will be scheduled by management each calendar year. Attendance is required. These two training/staff meetings will be scheduled before each vacation sign-up period and posted on the vacation signup calendar.

Management may also schedule additional optional training/staff meetings scheduled not less than 45 days in advance of the meeting dates.

7. STAFFING LEVELS

The following staffing levels are established only for the purpose of determining when it is permissible for the County to impose mandatory overtime or cancel vacations:

<u>Hours</u>	<u>Number of trained dispatchers</u>
0100 to 0300	5
0300 to 1000	4
1000 to 0100	6*

“Staff enhancement” postings do not count toward the staffing levels.

T1s or T2s may count toward staffing levels provided that enough D1s or D2s are on duty to allow breaks.

*The staffing number between 1000 to 1500 will be 5 when total trained dispatch staff is below 22 and/or the service net is not operational during those hours. If the service net is open at 1200, the staffing numbers will be 5 from 1000 to 1200 and 6 from 1200 to 0100.

8. COMPUTATION OF OVERTIME

For purposes of computing overtime, hours of work shall include all paid leave.

9. LIMITS ON HOURS WORKED

An employee may not work more than 16 consecutive hours. In the event an employee works 16 consecutive hours, that employee must have eight (8) consecutive hours off. All employees must have eight (8) hours off in every 24 hour period. Every employee shall take at least two (2) days off within any calendar month. Exceptions to these limits may be made by the Communications Director in emergency circumstances.

For shifts beginning between 1400-0000 the clock starts at 1200 and runs for a twenty-four (24) hour period. For all other shifts, the clock starts at 0000 and runs for a twenty-four (24) hour period.

10. ***TECH TEAM STANDBY AND OFF HOURS CALLOUT PAY***

When the County has a need for Tech Team employees to respond to calls while off duty, a standby assignment will be designated in seven-day increments. The County will maintain a standby list and Tech Team employees will be rotated through the standby assignment. An employee assigned to standby will receive ten (10) hours of straight time for each seven (7) day standby period. Time spent on standby shall not be considered time worked for purposes of calculating overtime except those hours in which the employee is actually called and required to work.

During the period in which an employee is assigned to standby, the employee shall remain available and fit for work assignments during non-working time. Employees are responsible for keeping their assigned telecommunications equipment in operation and for complying with their standby assignment.

An employee assigned to standby must respond to the initial contact within twenty (20) minutes via phone call or text. If the employee's presence at the worksite is required, the employee must report to work within a period of one (1) hour of receiving the request.

An employee assigned to standby who responds to a work-related phone call that does not require the employee to respond to the worksite shall be compensated at the overtime rate for the time actually spent responding to the call, related calls, and time spent logging or recording required information about the call. If the employee is required to report to the worksite, the employee will be compensated at the overtime rate from the time of the call until their work ends, as well as for the time spent traveling home (travel time not to exceed one hour). The overtime hourly rate of pay will be calculated in fifteen (15) minute increments.

In the event an employee does not respond to a request to report for duty while assigned to standby, or fails to respond within the timelines described above, the employee automatically forfeits the standby compensation and may be subject to disciplinary action.

ARTICLE 7 –HOLIDAYS

1. HOLIDAYS

The following days shall be recognized and observed as paid holidays for all employees other than full time Dispatcher Trainees, Call Takers, Dispatchers, and Communications Shift Leaders.

New Year's Day (January 1st)
Martin Luther King, Jr. Day (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veteran's Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)
Floating Holiday

Floating holiday: One (1) personal leave day granted to each employee equal to the employee's regular shift length at the beginning of the calendar year, January 1. Floating holiday must be used within the calendar year in which it is given and may not be converted to vacation accrual. New employees who qualify for paid holidays are eligible to receive the floating holiday after 90 calendar days of employment. Floating holidays shall be used in lieu of the first seniority vacation day to be taken in any given year.

2. HOLIDAY COMPENSATION

In lieu of paid compensation for the above listed holidays, full-time Dispatcher Trainees, Call Takers, Dispatcher 1s, and Communications Shift Leaders will accrue 8.4 hours of additional leave time per month. This time will be added to existing vacation balances. New employees will have eight and four tenths (8.4) hours added to the vacation balance after the first full month of employment.

Any trainee, Call Taker, D1 or Shift Leader shall receive an extra one-half time pay for every hour worked on one of the major holidays (Independence Day, Thanksgiving, and Christmas) such that: regularly scheduled work shall be compensated at one and one-half times the employee's regular rate of pay, voluntary overtime at two times the employee's regular rate of pay and mandatory overtime at two and one-half times the employee's regular rate of pay, and GAP at three times the employees rate of pay. The employee's regular rate of pay shall be the hourly rate specified in the Appendix. There shall be no other premium pay for work on a major holiday.

3. THE NON-DISPATCH STAFF

The non-dispatch staff shall be given the above listed holidays as days off with no additional pay other than regular base wage.

Non-dispatch staff are subject to the following provision for taking the holiday that falls on their days off. Whenever a holiday falls on the first or second day of the employee's regularly scheduled days off, the preceding day in the regular work week shall be observed as the holiday. When the holiday falls on the third day off, the holiday shall be observed on the next regularly scheduled work day.

Employees working an 8-hour day schedule will receive eight (8) hours for the holiday.

Employees working a 10-hour day schedule will receive ten (10) hours for the holiday.

If called in to work on a holiday, the non-dispatch staff shall be paid at one and one-half (1 ½) times their regular rate of pay for all hours worked, in addition to their regular salary.

Should an employee be on authorized leave when a holiday occurs, such holiday shall not be charged against such leave, and no additional pay other than monthly salary shall be paid for that day.

4. *REGULAR PART-TIME EMPLOYEE HOLIDAYS*

Regular part-time dispatch employees will accrue holiday compensation on a prorated basis based on hours worked in the pay period. However if the employee works one of the three major holidays, they will be paid at time and one half (1 ½) for all hours actually worked on the holiday.

ARTICLE 8 – VACATION

1. ACCRUAL

For the purpose of vacation accruals only, Non-Dispatch employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue vacation leave for the next month on the first of that month. Dispatch employees shall be in paid status 77 hours (prorated for FTE status) or more in any month in order to accrue vacation leave for the next month on the first of the month. Employees having served in the County service for one (1) full calendar month, shall be credited with ten and seven-tenths (10.7) hours of vacation leave, and thereafter vacation leave shall be accrued in accordance with the following:

- A. Less than five (5) years of continuous County service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 240 hours by December 31.
- B. Five (5) to ten (10) years, but less than ten (10) years of continuous County service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 240 hours by December 31.
- C. Ten (10) to fifteen (15) years, but less than fifteen (15) years of continuous County service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.
- D. Fifteen (15) to twenty (20) years, but less than twenty (20) years of continuous County service, 192.0 hours per year, accrued at the rate of 16.0 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.
- E. After twenty (20) years of continuous County service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Employees may accumulate unlimited vacation time during the year, but must reduce to 280 hours by December 31.

2. TERMINATION OR DEATH

After six (6) months of service, upon the termination of an employee for any reason, or in the event of death of an employee, all accumulated vacation shall be paid either to the employee or their heirs, whichever the case may be.

3. VACATION RETENTION

Under no circumstances shall employees lose vacation leave without paid compensation.

Dispatch employees will have the option of selling up to 100 hours of vacation leave back to the County on June 30th provided they have used at least 80 hours of vacation

leave during the previous 12 months. Dispatch employees will have the option of selling up to 100 hours of vacation leave to the County on November 30 plus that which is necessary to meet the accrual cap. All employees must be at or below their maximum accumulation level on December 31, unless approved by management. Paid compensation will be at the employee's regular rate of pay.

4. VACATION SCHEDULE SIGN UP

- A. Call Takers will sign up for vacation on a separate calendar from the Dispatchers.

Dispatchers and Call Takers will sign up for seniority vacation twice each year. The first sign up schedule will be posted on January 1st. Employees will be able to sign up for vacation times from January 3rd thru January 31st for vacation dates March 1st through August 31st. The second sign up schedule will be posted on July 1st. Employees will be able to sign up for vacation times from July 3rd to July 31st for vacation dates September 1st through the last day of February of the following year.

Employees will reserve vacation by descending order of seniority.

For one signup period per year, in the first signup round, each employee may reserve up to eight shifts in no more than two blocks of up to four days each. For the other signup period during the same year, in the first round, each employee may reserve up to four shifts in no more than one block of four days.

For both yearly signup periods in the second round, each employee may reserve up to four additional shifts in a single block.

For both yearly signup periods in the third round, each employee may reserve the remaining number of hours that they are entitled off as vacation leave.

If there are no conflicts, the second block of time reserved may be an extension of the first reservation. Vacation time placed during the open sign-up shall be considered approved at the completion of the sign-up period, except management reserves the right to cancel or change vacations to ensure adequate staffing.

- B. Vacation leave shall be scheduled through the Operations Supervisor with final approval from the Communications Director. On days other than the three major holidays (Independence Day, Thanksgiving, and Christmas) no more than three (3) dispatchers and one (1) Call Taker may be scheduled for vacation leave in any one day, nor more than two (2) dispatchers and one (1) Call Taker in any one hour, unless the time

requested is filled on a voluntary basis by regular or part-time employees possessing the requisite skills to fulfill the employee's primary work responsibilities and requirements. On the three major holidays, no more than two (2) dispatchers and one (1) call taker may be scheduled for vacation leave in one day unless the time is filled on a voluntary basis by regular or part-time employees possessing the requisite skills to fulfill the employee's primary work responsibilities and requirements.

On New Year's Eve, when two (2) or fewer regularly scheduled Call Takers are working between 2000-0200, no more than one (1) Call Taker may take vacation leave during those hours.

When the number of fully trained dispatchers reaches 26, the County and the Union will meet and confer to discuss the vacation limitations in Article 8 Section 4. B above.

- C. Accrued non-seniority request vacation hours may be used if the vacancy is posted and filled or if the remaining number of certified Dispatchers scheduled for any hour of the request does not fall below two (2) over the minimum staffing levels set forth in Article 6 (Hours of Work), Section 7 (Staffing Levels), after accounting for the vacation leave. Vacation leave used without the vacancy being filled shall be granted on a first come, first serve basis. Exceptions to this requirement may be made at the discretion of the Director, or designee on the day the shift occurs where granting non-seniority vacation without filling it would not create staffing below the levels in Article 6, Section 7, would not alter scheduled breaks, and there were no previously posted non-seniority vacation that was not filled.
- D. The list of all vacation requests shall be posted in the schedule binder, accessible to all employees. Seniority requests shall be designated as such. The seniority list shall also be posted and updated when any change is made.
- E. If seniority vacation is cancelled due to staffing levels in Article 6, Section 7, not being met, third round vacation request will be cancelled before second and first round requests.
- F. The parties understand that seniority requests have precedence over non-seniority requests for the same hours in order to maintain staffing levels as outlined in Article 6, Section 7.
- G. An employee covering for a non-seniority request will not be moved to cover for a seniority request for different hours of work (other than those originally volunteered to cover) without the "coverage" employee's approval.
- H. If an employee bids on a different shift under Article 6 Section 5C or 5F, or if a trainee completes training (fully certified) and bids on a new shift, the employee shall have an opportunity for a single 4th round Seniority request

vacation sign-up, unless the employee has already used their vacation allocation.

If an employee loses their shift under Article 6 Section 5F, a reasonable attempt will be made to accommodate previously scheduled vacation.

Vacation time placed under these special conditions shall be considered seniority vacation and as such approved at the end of the bidding process.

Restrictions/Limitations.

1. Any seniority vacation time still valid after shift bid will remain and not be considered as the single round vacation sign-up.
 2. Must be a minimum of 45 days away from bid date.
 3. The employee's available vacation balance may be used as full or partial shifts, but must still follow restrictions outlined in Article 8 Section 4. B.
 4. Bumping rights do not apply.
- I. If a D1 signs up to cover a CT non-seniority or seniority vacation shift, the D1 may be moved to cover a radio position, if needed, for operations. This will not be done to cover mandatory overtime. If there is an operational need to move a D1 from a CT position, this must be approved by a supervisor and the CT time off would not be cancelled because of this move nor would the D1 be required to move to cover hours not already signed up for as outlined in Article 8 (Vacation), Section 4 (Vacation Schedule Sign Up), Paragraph G.
- J. Employees who are designated as a trainee for at least six (6) months may be allowed vacation time.

Trainees and T2s may bid for vacation with the following restrictions:

Trainees may request days off by submitting a vacation request to their CTO. The CTO will submit the vacation request to the Operations Manager. The Operations Manager will approve/disapprove the vacation after evaluating the trainee's progress in the training program.

T2s who are paused for more than 45 calendar days may request seniority vacation. Vacation requests must adhere to the vacation restrictions outlined in Article 8, Section 4.B. Requests are submitted through an Operations Supervisor and approved by the Operations Manager.

- K. Any vacation time approved while the employee is a trainee will be honored, including vacation dates that were bid upon prior to a trainee becoming fully certified.

This is an exception to the restrictions outlined in Article 8 Section 4. B.

- L. T2 Dispatchers, while paused, may sign up for non-seniority vacation in accordance with Article 8, Section 4.
- M. If a scheduled vacation request conflicts as a result of an individual's bid on a different shift, that individual will lose access to the grievance procedure on any vacation conflict caused by the shift bid.

5. ILLNESS OR DISABILITY

If an employee becomes seriously ill or disabled while on annual vacation leave, such period of illness or disability may be changed from vacation leave to sick leave, upon the request of the employee and after a statement received from the employee's physician substantiating the illness or disability, by the Director, who shall have sole discretion to make the change.

6. TRADE TIME AGREEMENTS

Trade time agreements between employees will be allowed, provided:

- a. The person working the trade will be subject to mandatory overtime using the same date as the person for whom they are working.
- b. Each Employee agrees the trade will not create overtime except for mandatory overtime.
- c. Mandatory overtime will be the only entry on the timesheet for the employee working the trade; any other compensation issues will be resolved between the trading employees.

In order to comply with FLSA record keeping requirements a trade time slip must be completed and signed by both parties and submitted to the Director, or designee.

Call Takers will be considered for trades within their own classification and following the same procedure outlined above.

Trainees will not be considered for shift trades, with the exceptions that trade time agreements between paused T2s will be allowed provided the same procedure outlined above is followed and both T2s are certified in the same disciplines.

Employees who trade time will be paid for their actual regular shift hours, including the 11th hour (if 11-hour shifts are scheduled per Article 6 (2)), regardless of whether the full

shift was traded or a partial shift is traded. The person working the trade will only receive additional pay if they work mandatory overtime or for any other voluntary overtime worked outside of the hours traded.

If an employee who was going to work a trade for another employee calls in sick for the trade, the trade will still be honored. Both employees complete their time sheets with their regularly scheduled hours. However, the sick time bank of the employee who called in sick will be reduced by the number of hours that were supposed to be covered by the trade. The employee will only be paid their regularly scheduled hours; they will not be paid for the sick time bank reduction.

If an employee calls in sick for two trade days in any six month period for absences not protected by OFLA/FMLA/Oregon Sick Time, that employee will not be allowed to trade for at least six calendar months after the second sick day.

7. PART-TIME EMPLOYEE

Regular part-time employees will accrue vacation hours on a prorated basis based on hours worked in each pay period.

8. VACATION OVERTIME SIGN-UP BONUS

- A. For the purposes of this policy, a trained staff of 25 or below will be considered insufficient to cover time off requests, and a bonus of \$75.00 will be paid to any scheduled CT, D1 or D2 who signs up for fifteen (15) hours of vacation relief overtime prior to the deadline. Deadline is defined as 30 days in advance.
- B. The fifteen (15) hours must be worked within a one (1) month time period and between the hours of 5:00 p.m. and 5:00 a.m.
- C. The bonus is in addition to regular overtime pay earned and/or comp time, if that option is selected.
- D. People calling in sick for time signed up for will not be paid a bonus until actual overtime hours worked in that month reach fifteen (15) hours of the early sign-up time.
- E. Once an employee has committed to a time period, they are obligated to work that time slot. If they cannot work the time slot, they are obligated to find a replacement worker, and these hours will not count toward the bonus.

ARTICLE 9 - SICK LEAVE

1. ACCRUAL

All employees in a paid status for 88 hours (prorated for FTE status) or more in any month shall accrue sick leave for the next month on the first of that month at the rate of eight (8) hours for each month worked. Accrual of sick leave shall be unlimited.

2. USE OF SICK LEAVE

Employees may utilize their allowance of sick leave for any of the purposes required by state or federal law including when unable to perform their work duties by reason of illness, off the job injury, pregnancy, necessity for medical or dental care, exposure to contagious disease under circumstances by which the health of the employees with whom associated or member of the public necessarily dealt with would be endangered by the attendance of the employee, or by serious illness or death in their immediate family requiring the presence of the employee.

Immediate family for the purpose of this Sick Leave Article shall be defined as spouse, domestic partner, parents, spouse's parents, stepparents, stepchildren, children, brother, sister, grandchildren, and grandparents of either employee, domestic partner or spouse. Sick leave may also be used as approved by the Director in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above. The County will compensate the employee at the employee's current wage rate as long as the employee has accrued sick leave and is unable to perform their duties.

3. PHYSICIAN'S STATEMENT

If the County has reasonable suspicion of sick leave abuse or if an employee misses more than three (3) consecutive shifts of work, the employee may be required to provide appropriate documentation of illness as deemed necessary by management. Any requests for documentation cannot be arbitrary or capricious. If the employee is under a doctor's care, a doctor's certificate shall be considered appropriate documentation.

If an employee is unable to report to work due to reasons based on sick leave usage, the employee will notify the Shift Leader as soon as practical, if possible no later than three (3) hours before their shift is to begin.

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4. UNUSED ACCRUED SICK LEAVE AT TIME OF RETIREMENT

Pursuant to ORS 238.350, the County shall report all allowable sick leave hours to PERS upon separation from County employment.

5. HOURS CHARGED

Sick Leave shall be charged at the rate of one (1) hour for each hour taken.

6. VACATION OPTION

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall be required to use their accrued vacation time to cover such time off. At the option of the employee on approved FMLA/OFLA, the employee may retain up to 40 hours of vacation time prior to being placed on leave without pay.

ARTICLE 10 – BEREAVEMENT LEAVE

In the event of a death in the employee's immediate family (as defined under sick leave) an employee shall be granted leave of absence with pay not to exceed three (3) working days for the purpose of making household adjustments and/or attend the funeral. A request to use bereavement leave for the death of an individual outside of the immediate family or the use of additional accrued leave may be approved by the director or designee.

ARTICLE 11 - OTHER LEAVES

1. LEAVE OF ABSENCE

Leaves-of-absence without pay for a limited period, not to exceed ninety (90) days, shall be granted for any reasonable purpose, consistent with the needs of the County. Leaves of absence in excess of ninety (90) days can only be granted by the Board of County Commissioners. No leave will be granted to an employee to accept employment in any other capacity.

No vacation or sick leave benefits shall accrue during any leave of absence without pay; however, employees returning from such leave shall be entitled to credit for service prior to the leave. The employee's effective hire date and salary increase date will be adjusted for any month in which the employee is not in paid status at least eight working days in a month, based on the current work schedule of 4 days on, 3 days off.

2. JURY DUTY

When an employee is called for jury duty or is subpoenaed as a witness in any litigation or administrative hearing process which is C-Com related, such time shall be considered as time worked and paid at the appropriate salary level of the required service. Employees shall be required to give reasonable advance notice of such subpoena or other legal requirement to appear and provide the County with a copy of the subpoena or other legal document requiring the employee's presence. The copy of the subpoena or legal document will be given to the County in advance of the hearing or jury duty or if that is not possible, then the copy must be furnished within 72 hours after the hearing or jury duty date. All moneys received as witness or jury fees must be signed over to the County excluding any mileage/expense reimbursements. Employees will be required to call their supervisor when less than a normal work day is required by jury or witness duty. The center manager shall determine if the employee shall be required to report to work and shall take into consideration the travel time of the employee.

3. EDUCATION LEAVE

After completing one (1) year of service, an employee upon request, may be granted a leave-of-absence without pay for educational purposes at an accredited school, when it is related to his/her employment. The period of such leave-of-absence shall not exceed one year, but it may be renewed or extended at the request of the employee, when necessary.

One (1) year leaves-of-absence, with any requested extension for educational purposes, may not be provided more than once in any three (3) year period.

Employees shall also be granted leaves-of-absence with pay for educational purposes; for additional lengths of time, to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the

individual's skills or professional ability, provided it meets with the approval of the County.

Compensation will not be paid for employees who attend training activities which are not a condition of employment, without regard to the nature of the training activity.

4. *INCLEMENT WEATHER*

When an employee is excused by their supervisor from reporting to work because of inclement weather, the employee will have the option of either making up the missed time in the same pay cycle with the approval of the supervisor or using vacation or leave without pay.

5.

ARTICLE 12 - HEALTH AND WELFARE

1. MEDICAL COVERAGE

The County agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect coverage. Employees will become eligible on the first day of the month following the benefit waiting period described in Section 9. The design of the medical plan(s) and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

Effective January 1, 2019, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2018 County contribution.

Effective January 1, 2020, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2019 County contribution.

Effective January 1, 2021, the County agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2020 County contribution.

Employees will pay any remaining insurance premium cost share through payroll deduction.

Medical Insurance Opt-Out: Employees who provide proof of other medical coverage and who opt out of medical coverage provided by the County will receive a monthly opt-out payment as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with qualifying status change subject to carrier rules.

The County and the Union will make an assertive effort to make plan design changes through the Benefits Review Committee as may be needed to keep the total annual renewal increase at or below eight percent (8%) each year.

2. LIFE INSURANCE

The County agrees to provide life insurance coverage to full-time employees, effective on the first day of the month following the benefit-waiting period described in Section 9. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

The County agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

3. *DISABILITY INCOME INSURANCE*

The County agrees to provide non-duty disability insurance coverage to full-time employees, effective on the first day of the month following the benefit waiting period described in Section 9. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

The County agrees to contribute up to the full premium amount for disability insurance coverage with a benefit of sixty percent (60%) of up to \$3,333 in a monthly salary after an elimination period of the first thirty (30) days of each period of total disability or the exhaustion of accumulated sick leave, whichever occurs later.

4. *DENTAL INSURANCE*

The County agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for full-time employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 9 of this Article. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 10 of this Article.

Dental Insurance Opt-Out: Employees who opt out of coverage provided by the County will receive a monthly opt-out payment as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with qualifying status change subject to carrier rules.

5. *FULL-TIME EMPLOYEES*

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week.

6. *PART-TIME EMPLOYEES*

Regular part-time employees working at least twenty (20) hours per week shall be entitled to County-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4.

7. *FLEXIBLE BENEFITS*

The County agrees to provide Clackamas County's Flexible Benefits Program to employees who are working in a position regularly scheduled for thirty (30) hours or more per week. Bargaining unit employees agree to cooperate fully with the Benefits and Wellness Division regarding participation and administration of the program.

8. *RETIREMENT CONTRIBUTIONS*

PERS eligibility is subject to ORS 238.015. The County agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

9. BENEFIT WAITING PERIOD

Benefits shall become effective on the first day of the calendar month following two (2) full calendar months of continuous employment. Two (2) full calendar months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two (2) full calendar months, except that an employee may take approved leave without pay not to exceed ten (10) working days or eight (8) working days for employees on a four-day work week, or the pro-rated equivalent for part-time employees.

10. BENEFITS REVIEW COMMITTEE

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis shall be to provide a comprehensive, competitive benefit program at a reasonable cost.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting these provisions shall be entitled to appoint one voting member of the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt the provisions of this Article will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number of equal to the voting bargaining unit membership. However a bargaining unit or the County may appoint fewer members than it is entitled, but retain the same number of votes as described above. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the Committee will be made by a majority of votes.

Employees will provide their supervisor at least two weeks' advance notice of meetings for which coverage is needed. The County will pay overtime when attendance at the BRC is required and occurs outside of the employee's regularly scheduled hours.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least 120 days prior to the beginning of the following plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee at its request shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection,

employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

Problems with benefit coverage will be brought up at the Benefits Review Committee meeting for resolution.

11. HEALTH REIMBURSEMENT ACCOUNT (HRA)

The County shall provide each employee covered by this agreement who participate in the County's medical plans the opportunity to enroll in a Health Reimbursement Account (HRA).

The County shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in the HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who are enrolled in the HRA/VEBA as of December 31 of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period in January of the following year.

12. PLAN CHANGES REQUIRED BY LAW OR INSURANCE CARRIER

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancement made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

13. DEFERRED COMPENSATION PLAN

Subject to applicable federal regulations, the County agrees to provide an employee-paid deferred compensation plan that provides for payment at a future date for services currently rendered by the eligible employee. In addition, the County shall match an employee's contribution to the deferred compensation plan up to 3% of the employee's base compensation as defined in the deferred compensation plan document.

ARTICLE 13 - WORKERS COMPENSATION

1. All County employees will be insured under the provisions of the Oregon State Workers' Compensation Act for injuries that arise out of and occur in the course and scope of their work for the County. Both parties agree to the principle that the employee shall suffer no financial disadvantage, nor shall the employee have a financial advantage by being in disability status.
2. The County shall compensate the employee from the County's Self Insurance fund for on-the-job injuries in an amount to ensure the injured employee's pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of injury and would have continued to receive had there been no injury.
 - A. The day of injury shall be considered a work day, and the employee will receive his normal salary for that day.
 - B. The waiting period, as described in ORS 656.210, will be charged to sick leave.
 - C. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State law.
 - D. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of injury unless prohibited by law, rule, regulation or provider contract.

ARTICLE 14 – WAGES

1. WAGE STEPS

New employees shall be paid at step one rates, unless an upper-step appointment is made. Transferred employees will be paid as set forth in Article 22, Sections 5 (Promotions and Transfers) and 6 (Transferred Employees from Other Agencies). New employees or promoted employees shall be eligible for advancement to the next step of the salary range for their classification six (6) months from the first of the month following appointment to the position. Thereafter, employees are eligible for a step increase at the conclusion of twelve (12) months of continuous service since their last step increase. Eligibility for step increases shall continue until employees reach the last step in their respective salary range. Step increases shall be granted by the appointing authority for those employees who have demonstrated satisfactory work performance.

When any classification not listed on the wage schedule and which properly belongs in the bargaining unit is established, the County shall designate a pay range for the classification. In the event the Union does not agree that the range is proper, the Union shall have the right to submit the issue as a grievance at Step IV of the Grievance Procedure.

2. COST OF LIVING ADJUSTMENT (COLA)

After ratification by both parties, employees shall receive a 2.8% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment equal to 2.8% of an employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2018 to the first pay period after the effective date of ratification. The lump sum payment would appear in the paycheck three (3) full pay periods after the effective date of ratification.

Effective July 1, 2019, employees shall receive a cost of living increase equal to the percentage increase in the 2018 U.S. Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor (minimum of 0% and maximum of 4.5%). Effective July 1, 2020, employees shall receive a cost of living increase equal to the percentage increase in the 2019 U.S. Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor (minimum of 0% and maximum of 4.5%).

3. PROMOTION FROM COMMUNICATIONS DISPATCHER 1 TO COMMUNICATIONS SHIFT LEADER

When a Communications Dispatcher 1 is promoted to Communications Shift Leader, the employee will receive a two (2) step increase which is equal to an approximate ten percent (10%) increase in pay.

This is an exception to the standard County promotion procedure in which employees typically receive a one (1) step increase which is equal to an approximate five percent (5%) increase in pay.

4. OUT OF CLASS PAY

Whenever an employee is assigned any work for more than one (1) shift in a classification above that in which the employee is normally classified, the employee shall be paid for such work at the bottom of the range of the higher classified position or five percent (5%), whichever is higher.

The Out Of Class rate will not exceed the maximum rate of the higher classification's salary grade.

5. TRAINING PAY

Communication Dispatcher 1s, and Call Takers, while designated as trainers by the Director, or the Director's designee, and while actively training shall be paid five percent (5%) in addition to their regular pay. In addition, an employee who possesses an active APCO Certified Training Officer credential will be paid a three percent (3%) premium in addition to their regular pay, regardless of whether the employee is actively training.

6. DISPATCHER OVERTIME

- A. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions. Compensation shall not be paid twice for the same hours.
1. All authorized work performed in excess of ten (10) hours in any workday.
 2. All authorized work performed in excess of forty (40) hours in an employee's work week.
 3. All authorized work performed fifteen (15) minutes before or after any scheduled work shift, in half (½) hour units as outlined below:
 - a. 0-14 minutes paid at time and one-half (1 ½) for actual time worked;
 - b. 15-30 minutes paid for ½ hour at time-and-one-half (1 ½); and
 - c. 31+ paid at time and one-half (1 ½) for actual time worked.
- B. An exception to A. 1 -3 above; Dispatchers and Call Takers may be paid overtime to receive a minimum of 60 hours pay during a schedule change (i.e. shift rollover).

1. The Supervisor in charge of scheduling or their designee will look at pay periods during a shift rollover (team change) and if any Dispatcher will have less than 60 scheduled hours in a pay period, there will be an equivalent amount of overtime hours allowed during the change to bring the Dispatcher or Call Taker to the equivalent of 60 hours of pay for that pay period.
 2. The formula of 6.75 hours of time and one-half (1 ½) overtime equals ten (10) hours of straight time pay will be used.
 3. The Dispatcher or Call Taker has the option of taking this time off and receiving less than sixty (60) hours of pay if the following are met:
 - a. They are not needed to bring the staffing levels during the time in question to the levels defined in Article 6 (Hours of Work) Section 7 (Staffing Levels);
 - b. All other leave time requested by other Dispatchers during those hours has been filled first so no Mandatory or GAP time is created.
- C. The County and the Union agree that overtime compensation at the time and one-half rate will be calculated for employees according to the following formulas:
1. Standard 40-hour work week:
(Bi-weekly salary x 26 pay periods) ÷ 2080 hrs.
 2. When there are less than 24 trained dispatchers:
Four 10-hour days on, three days off with an eleventh hour of overtime daily:
(Bi-weekly salary x 26 pay periods ÷ 2080 hrs.
 3. When the staffing number of fully trained dispatchers reaches 25 or more and consistent with Article 6(2):
Four 10-hour days on, three days off:
(Bi-weekly salary x 26 pay periods ÷ 2080 hrs.

The parties intend this formula to establish an authorized basic rate for overtime compensation as permitted by Section 7 (g) (3) of the Fair Labor Standards Act and 29 CFR Section 548.3. In the event that additional authorization is necessary to implement this agreement, the County and the Union agree to jointly make application to the Wage and Hour Division as provided by 29 CFR Section 548.4.

7. NON-DISPATCH STAFF OVERTIME

Overtime for the non-dispatch staff shall be all authorized work performed in excess of eight (8) hours in any work day in a five/eight work schedule, ten (10) hours in any work day in a four/ten work schedule, or in excess of forty (40) hours in a seven-day

work cycle.

8. OVERTIME SCHEDULING

- A. The overtime opportunities sign up list will be maintained in the Overtime Opportunities Binder by the County, in the C-Com Operations room. When possible, overtime opportunities will be posted between ninety (90) and one hundred twenty (120) days in advance, with the exception of the first ninety (90) days of seniority vacation requests, which will be posted as soon as each vacation signup is completed (see Article 8, Section 4 regarding trial Vacation Signup agreement).
- B. Emergency overtime opportunities (less than 48 hours' notice) will be offered to employees via APAGE based upon the seniority rating as defined under Article 1, Section 13, Paragraph G.

For the first thirty (30) minutes after the initial APAGE, seniority bumping rights exist within the D1/D2 group or CT group (e.g., a D1 with more seniority is not allowed to bump within the CT group).

After thirty (30) minutes, there are no bumping rights allowed other than a member taking a full shift when that shift is only partially signed up for.

For full-time employees, compensation will be one and a half (1 ½) times the normal rate of pay per hour or comp time at the same rate. Part-time employees will be paid at their straight time rate.

After sixty (60) minutes have elapsed, mandatory overtime may be instituted. See Article 6, Section 7 and Article 14, Section 8, paid at double time.

- C. Overtime opportunities between forty-eight (48) hours and thirty (30) days from the date of posting shall be posted as soon as possible by the employee or designee in the Overtime Opportunities Binder with the date and time posted next to it, allowing for a twenty-four (24) hour seniority bumping period. After twenty-four (24) hours from the date of posting, there are no bumping rights allowed other than a member taking a full shift when that shift is only partially signed up for. There are no bumping rights less than twenty-four (24) hours prior to the start of the shift.
- D. Overtime opportunities created by scheduled sick, vacation, training leaves or other requests that on the date submitted have between thirty (30) and ninety (90) days notice will be offered on a first come, first served basis, with the exception of a period where seniority bumping rights may be exercised. The period will begin on the date of posting and continue through the fifth (5th) day from the date of posting.
- E. Overtime opportunities created by scheduled sick, vacation, training leaves or other requests that on the date submitted have between ninety (90) and one hundred twenty (120) days' notice will be offered on a first come, first served basis, with the exception of a period where seniority bumping rights may be exercised. These

overtime opportunities will be posted on the next pay day following the date the request is turned in. The bumping period will begin on the date of posting and continue through the fifth (5th) day from the date of posting. Requests submitted greater than ninety (90) days in advance but if posting were delayed until the next payday would be available with less than ninety (90) days' notice, shall be posted as soon as received, also allowing for the same bumping period.

- F. During the bumping period, overtime opportunities shall be made available to the following groups of employees in order of preference, first to full time bargaining unit members by hire date; second, to job share employees by hire date; third, to part time employee bargaining unit members by hire date; and last to part time non-bargaining unit employees on a first come, first serve basis.
- G. On any bump, the person taking the shift is responsible for contacting the person being removed as soon as possible.
- H. Once an employee has committed to a time period, they are obligated to work that time slot. If they are unable to fulfill that obligation, it is their responsibility to find a replacement.

9. MANDATORY SHIFT COVERAGE, OVERTIME, AND CALL-IN PAY

- A. Mandatory overtime may be imposed to meet staffing levels as defined in Article 6 (Hours of Work), Section 7 (Staffing Levels), except for non-seniority vacation coverage and compensatory time. Mandatory overtime is allowed for shift coverage for training that is required under Article 14 (Wages), Section 13 (Training Session Compensation). Management reserves the right to not fill hours that are above the minimum staffing levels.
- B. Dispatchers and T2s are subject to mandatory overtime per Article 6 (Hours of Work, Section 6 (Staff and Training Meetings). Once minimum staffing levels for Call Takers are established, Call Takers are subject to mandatory overtime.
- C. Dispatchers, T2s, and Call Takers are subject to mandatory overtime only on their regular work days up to two (2) hours before and/or after their regularly assigned hours, but will not be required to work more than a total of two (2) mandatory overtime hours per shift. However, a Dispatcher or T2 may voluntarily take a fellow dispatchers' or T2s' mandatory overtime at double time if those hours would normally abut their regularly scheduled shift up to a total of four hours of overtime.
- D. Dispatchers, Call Takers, or paused T2s will not be subject to mandatory overtime at the end of their shift when required to attend a meeting or training that occurs eight (8) or fewer hours after the shift.
- E. Overtime opportunities that may result in mandatory overtime if not filled shall be posted a minimum of ninety (90) days in advance. Exceptions to this are as

follows:

1. Overtime opportunities that become available less than ninety (90) days but more than forty-eight (48) hours from the date of notification shall be posted within twenty-four (24) hours.
 2. Emergency overtime opportunities as defined in Article 14 (Wages), Section 8. B. (Overtime Scheduling) shall be paged within two (2) hours of notification, or as soon as possible.
 3. Up to the first ninety (90) days of seniority vacation requests shall be posted after vacation sign up has been completed.
- F. Exceptions will not be made for posting requirements in anticipation of a trainee being signed off. Overtime may be cancelled at the time a trainee is signed off and is assigned to a shift.
- G. Mandatory overtime to cover shifts on the floor will be compensated at double time for actual hours worked.
- H. Call in overtime for the non-dispatch staff which does not adjoin their regular shift will be compensated at double time.
- I. In the event of an emergency, dispatchers or call takers who report to work from an off duty status after having received a page or call request for emergency staffing shall be paid double time for hours actually worked. The department director, or designee, shall determine what constitutes an emergency for purposes of this section and will notify the employees of such when they are being contacted for purposes of emergency staffing.
- The number of employees who respond for emergency staffing may be reduced or cancelled at any time after activation depending on the operational needs of the center.
- Employees who show up to work at CCOM after having received a request for emergency staffing shall be paid a minimum of one (1) hour compensation at double time.
- J. Overtime for training or other required meetings will not be paid at double time, but will be paid at time and one half and a two (2) hour minimum will apply if called in from off-site to attend. The minimum does not apply if the meeting/training adjoins an employee's shift.
- K. Dispatchers, Call Takers, and T2 trainees who have worked fourteen (14) hours in any capacity in a twenty-four (24) hour period of time, as described in Article 6, Section 9, will not be required to work any further overtime.

L. Whenever mandatory overtime would result in a Dispatcher or Call Taker working a fourteen (14) hour shift, the following steps shall first be taken:

1. Voluntary overtime to be paid at double time shall be offered to Dispatchers or Call Takers.
2. Management shall be notified and shall have discretion whether or not to staff the position using bargaining unit members.

If use of mandatory overtime results in a Dispatcher or Call Taker actually working a fourteen (14) hour dispatching shift, compensation of one (1) hour compensatory time plus double time will be paid for each hour of mandatory overtime actually worked in excess of twelve (12) hours. An employee who voluntarily works mandatory overtime for another employee will be paid at double time when the mandatory overtime worked is adjacent to their shift. If volunteering to cover mandatory overtime results in a fourteen (14) hour shift, the employee will receive double time but not the compensatory time.

M. When an employee is subpoenaed and appears in any litigation or administrative hearing process outside of their scheduled work hours on a normally scheduled workday, which is C-COM related, the employee shall be compensated at a minimum of two (2) hours at the overtime rate. When an employee is subpoenaed and appears as a witness in any litigation or administrative hearing process outside of their scheduled work hours on a regularly scheduled day off, which is C-COM related, the employee shall be compensated at a minimum of three (3) hours at the overtime rate.

10. GAP OVERTIME

- A. GAP is a period of time where staffing falls below the levels outlined in Article 6 (Hours of Work), Section 7 (Staffing Levels), where such time is not covered by voluntary overtime and cannot be covered by mandatory overtime. Management may choose to fill such time with a qualified non-represented or non-dispatch employee (i.e., TQAC) before making such time available to dispatch members.
- B. GAPS are paged at the discretion of management and may be cancelled if the time is filled with voluntary overtime, or if a qualified non-represented or non-dispatch employee is able to work if the time and it is covered more than two (2) hours before the GAP would occur.
- C. Available GAP time will APAGED to all personnel and will be available on a first come, first serve basis. Bumping rights do not apply.
- D. GAP time is paid at two and one half (2 ½) times the employee's regular rate of pay.

11. COMPUTATION OF HOURLY RATE

Hours of work for all employees will be two thousand eighty (2080) per year. The computation of hourly rate included in the Salary Range Schedule and used to compensate part-time employees working at a particular range and step shall be computed upon the following equation:

$$\begin{array}{l} \text{Continuous operations} \\ \text{2080 hours per year} \end{array} = \frac{\text{Yearly salary}}{\text{2080 hours per year}} = \frac{\text{dollars}}{\text{per hour}}$$

Refer to Appendix A, B, and C for pay scales.

12. COMPENSATORY TIME

Employees may elect to take compensatory (comp) time, in lieu of overtime pay. An employee may accrue a maximum of two hundred (200) hours of comp time during each fiscal year. Any overtime worked over two hundred (200) hours in the fiscal year shall be paid at the appropriate overtime rate. **[Bargaining Note: This is intended to resolve the pending Pointer grievance and end the practice of individualized MOAs. This note will not be included in the final contract.]**

Comp time will accrue at time and one-half (1 ½) (e.g., ten (10) hours of overtime will be compensated as fifteen (15) hours of comp time), except mandatory overtime which will accrue at double time (2) and gap overtime which will accrue at double time and one-half (2 ½).

Effective June 30, 2016 and each June 30 thereafter, an employee may carry over up to eighty (80) hours of comp time to the next fiscal year. If an employee has less than eighty (80) hours of comp time, all accrued hours will be paid to the employee or all accrued hours will be available to carry over into the next fiscal year (employee's choice). If an employee has in excess of eighty (80) hours of comp time, they can receive full pay off of the comp time hours or elect to be paid for only the amount over eighty (80) and carry over the eighty (80) hours of accrued comp time into the next fiscal year.

Accrued comp time may be used only if the vacancy is posted and filled or if the remaining number of certified dispatchers scheduled for any hour of said request does not fall below two (2) above the minimum staffing levels as defined in Article 6 (Hours of Work), Section 7 (Staffing Levels), after accounting for the comp leave. Comp leave used without the vacancy being filled shall be granted on a first come, first serve basis. Occasional exceptions to the posting requirement may be made at the discretion of the Director.

Vacation leave will have priority over comp time leave in the event of a need for cancellation.

Seniority vacation that was requested and approved during the normal bidding

process may not be converted to compensatory time off. Approved seniority vacation may not be cancelled and replaced with compensatory time off.

13. TRAINING SESSION COMPENSATION

When an employee is required to attend a meeting, training session, seminar or similar activity as a condition of employment, the time spent in the session will be considered hours worked. Fees for required sessions will be paid.

Travel time shall be counted as hours worked for members who are required to report to training sites that are greater than thirty (30) miles from C-Com. Compensation will be paid for travel time from home or C-Com depending on the point of origin. Travel time is not paid for required training at C-Com.

Mileage at the County rate for personal vehicle use will be paid in accordance with County policy.

No employee will lose regular pay as a result of required training.

14. CALL TAKER AND TRAINING & QUALITY ASSURANCE COORDINATOR (TQAC) PAY

Call Takers and the Training & Quality Assurance Coordinator will be eligible for overtime and other specific pay as contained in the chart below:

Pay/Overtime Type	Call Taker	TQAC
11 th Hour	Yes	No
GAP	No	Yes
Mandatory	Yes	No
Voluntary	Yes – Article 14 (5) (A)	Yes – Article 14 (5) (A)
Voluntary (15 minutes before/after shift)	Yes – Article 14 (5) (A)	Yes – Article 14 (5) (A)
Voluntary 14 th Hour	Yes	No
Eligible for Comp Time	Yes – Article 14 (11)	Yes – Article 14 (11)
Call In Overtime	Yes – Article 14 (8) (l)	Yes – Article 14 (8) (l)
Vacation	Yes – Article 8	Yes – Article 8 except (3 and (4)
Trainer Pay Premium	Yes – 14 (4) when training a call taker trainee only	No
Holiday Pay	Yes – Article 7 (2)	Yes – Article 7 (1)
Paid Lunch	Yes – Article 7 (4)	Yes – Article 7 (4) if TQA works five (5) or more

		consecutive hours on the operations floor
Trade Time	Yes – Article 8 (6) but or with another call taker	No
Schedule Change	Yes Article 14 (5) (B)	No
Vacation Bonus – Article (8)	Yes	No

15. LONGEVITY PAYMENT

Employees in the bargaining unit shall receive longevity pay as a percent of gross salary for seniority in County service as defined in 2.05.200.8 of the Personnel Ordinance, in the following amounts:

<u>Years</u>	<u>Percent</u>
5 years	1.0%
10 years	1.5%
15 years	2.0%
20 years	2.5%
25 years	3.0%
30 years	3.5%

The calculation for longevity shall be based on the employee’s service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity, the date shall be 4/15.

16. CERTIFICATE PAY

In order to maintain and improve skills of Dispatchers and Shift Leaders, the County will implement an incentive program consisting of Department of Public Safety Standards and Training certification as follows:

DPSST INCENTIVES	Monthly Amounts
-------------------------	------------------------

DPSST Intermediate Certification	\$38.20
DPSST Intermediate Certification w/Bachelors	\$64.94
DPSST Intermediate Certification w/Masters or Ph.D.	\$76.38
DPSST Advanced Certification	\$83.74
DPSST Advanced Certification w/Bachelors	\$142.34
DPSST Advanced Certification w/Masters or Ph.D.	\$167.46

Any employee who at the time of ratification of this agreement has a certificate as referenced above shall receive certificate pay. Any employee who at the time of ratification has applied for certification with DPSST shall be eligible for certificate pay as above once DPPST approves the application. In order to maintain such pay, the employee will be required to complete the minimum annual training hours as outlined in the Department policy on DPSST Intermediate and Advanced Certification.

Upon ratification of this agreement, any employee wishing to receive certificate pay shall submit an application to the Director, or designee, of the Department. In order to receive certificate pay, the application must meet the requirements as outlined in the Department policy on DPSST Intermediate and Advanced Certification. The Director shall have thirty (30) days to review such application and upon approval by the Director, the employee shall receive the certificate pay. If after director approval, the application is not approved by DPSST, or the employee fails to meet the training requirements to maintain the certificate pay, as outlined in the Department policy on DPSST Intermediate and Advanced Certification, the certificate pay shall stop until such time the employee is again eligible for the pay.

The County through the Department will continue to administer the Certificate Program for purposes of Certificate and any employee wishing to receive certificate pay shall be required to meet the requirements as outlined in the Department policy on DPSST Intermediate and Advanced Certification.

ARTICLE 15 - JOB SHARE

1. DEFINITION

“Job sharing position” means a situation in which no more than two (2) individuals on a shared time basis perform the duties and responsibilities of the one (1) full-time position. To be a job share, the two (2) employees must ONLY be performing the duties that would be assigned if the position was filled by one (1) full time employee.

2. HOURS OF WORK

The two (2) job share partners shall normally be scheduled to work 50% of the regular hours of one (1) full time position within each pay period. The job share partners will determine how their regular workdays will be divided up and be responsible for providing the County with a schedule two (2) weeks in advance. If unable to agree, most senior partner works day 1 & 2, least senior works day 3 & 4.

3. WORK WEEK

The job share position shall have the same work week as any other full time employee as defined in Article 6, Section 2 of this Agreement.

4. SICK TIME COVERAGE

The job share partners shall be considered as one (1) person and will work through the mandatory list as one (1) person no matter which person had the mandatory last. Job share employees shall be entitled to the same compensation for mandatory as any other full time employee.

5. VOLUNTARY OVERTIME

Each individual in a job share situation shall be paid in accordance with the limits set forth in Article 14 Section 4 and 5, of this Agreement.

6. DETERMINATION

One (1) Dispatcher 1 job share position may be offered once the Dispatcher 1 trained staff reaches twenty-nine (29). This can be changed by the parties by mutual agreement between Union and County.

One (1) Call Taker job share position may be offered once the trained CT staff reaches eight (8) or more.

Job sharing is a voluntary program. Employees who wish to participate in job sharing must submit a written request to the Director of the Department at least six (6) weeks prior to regular shift bid. If more than two (2) employees submit their names, the two (2) with the highest seniority dates would prevail.

If one (1) job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Director has the right to determine if job sharing is still appropriate. If

the Director determines that job sharing is no longer appropriate or if there is no interested qualified replacement employee, the remaining employee shall assume the responsibilities of the position on a full time basis.

7. QUALIFICATIONS/PROBATIONARY PERIOD

To be eligible for Job Share, an employee must have worked a full time position for 18 months after completion of training. There will be no probationary period.

8. MERIT INCREASES

Each job share employee shall be eligible to move to each consecutive step in the salary schedule within the appropriate pay range on the same schedule as a regular full time employee.

9. LONGEVITY

Each job share employee shall be eligible for longevity pay on basis of pro-rated seniority.

10. SICK LEAVE AND VACATION ACCRUALS

Job share employees shall accrue pro-rated sick leave and pro-rated vacation leave based on the employee's continuous years of county service.

11. TRAINING

Each job share employee shall attend the two (2) eight (8) hour required training/staff meetings. They may attend two (2) optional additional staff/training meetings yearly.

12. APPROVED LEAVE

Vacancies will be filled in the same manner as any full time employee vacancy, based on posting and/or the use of the short notice overtime call up lists. Job Share partners have the ability to trade time as long as they maintain the requirements for hours worked and benefits.

13. HOLIDAYS

Each job share employee will receive 4.2 hours of holiday accrual leave time per month and may sell back fifty (50) hours at each sell back opportunity.

14. HEALTH AND WELFARE

The employer contribution for each job share employee shall be equivalent to one-half (1/2) of the benefit dollars for medical, dental and life insurance coverage up to the maximum stated in this agreement. Medical and dental insurance shall be provided for the employee only. The life insurance benefit shall be equivalent to one-half (1/2) the face value of life insurance provided to a full-time employee. Each job share employee has the right to obtain medical, dental and life insurance for their eligible dependents by paying the difference between the employer contribution and the applicable premium,

through payroll deduction. The County shall allow payroll deductions on a before-tax basis for medical and dental insurance only.

15. LAYOFF/BUMPING

For the purposes of layoff and bumping, both job share employees shall be treated as individuals.

16. SENIORITY

Job share employees shall accrue seniority on a pro-rated basis.

- For the purposes of shift bid, the job share partners will be considered as one person using the date determined by averaging the seniority dates of the partners. This seniority date will be calculated one (1) month prior to shift bid.
- For the purposes of vacation bidding, each individual partner will have their personal seniority date pro-rated and calculated yearly. They will pass on the first and second rounds and be allowed to have first choice in the third round.
- For the purposes of overtime sign up and short notice call the partners' names will be placed on the list after the full time employees, but before the part-time employees.

ARTICLE 16 - PERSONNEL RECORDS AND INFORMATION

1. For purposes of this section, "personnel file" shall refer to the formal file or files of personnel documents maintained by the Human Resources and/or by the employees department or division.
2. An employee or their representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or their authorized representative shall be given a copy of any materials in the employee's personnel file.
3. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.
4. The employee shall have the opportunity to submit a written statement in opposition to all derogatory materials placed into the employee's personnel file.
- 5.
6. Material reflecting warning, admonishment and reprimand placed in an employee's personnel file shall be retained for a maximum of three (3) years, unless there are repeat occurrences. No material reflecting critically on an employee shall be placed in an employee's personnel file which does not bear the signature of the employee indicating they have seen a copy of the material. If an employee refuses to sign, it shall be so noted by the supervisor, and if the employee so requests, a copy of such notice to the Union.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

1. Regular employees may, in good faith for just cause, be subject to disciplinary action by oral or written reprimand, unpaid suspension, demotion, or discharge; provided, however, such action shall take effect only after the supervisor gives written notice of the action and cause to the employee except for cases of oral reprimand. In the case of oral reprimands a written record may be kept by a supervisor as to the date of the reprimand, but such written record shall not be made a part of the official County personnel file. It is specifically understood that just cause for discharge shall include inability or failure on the part of a trainee to meet the requirements of the position classification for Communications Dispatcher 1 in accordance with the Initial Probationary period outlined in Section 6 of this Article.
2. Any regular employee in the bargaining unit who is disciplined in writing, suspended, demoted or discharged shall have the right to appeal the action through the grievance procedure. The Union shall submit such grievance at Step 1 of the procedure not later than fourteen (14) calendar days after the effective date of the disciplinary action. If the Director and supervisor are absent on the fourteenth day, the time will be extended to the first day when the Director or a supervisor is present. The grievance procedure shall be the sole and exclusive procedure for resolution of discipline and discharge disputes.

Likewise, should the County wish to discipline an employee, the County shall notify the employee and initiate an investigation within fourteen (14) calendar days of the cause for discipline or within fourteen (14) calendar days of when the County became aware of the cause for disciplinary action, whichever is later. The investigation will be completed within 21 days. The employee and a supervisor or the Director must be present on the twenty-first day, and if not, the time will be extended to the employee's first regularly scheduled and worked day when a supervisor or the director is present. The deadline may be extended under special circumstances by mutual agreement.

3. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.
4. When the employer believes there is just cause for discharge, the regular employee will be notified in writing is taken that the employee is subject to possible discharge. Such notification shall state the reasons for which the employee is being considered for discharge. The employer shall provide the employee with an opportunity to respond to the charges at an informal pre-dismissal hearing, which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action.
5. At any investigatory interview of an employee where disciplinary action is a reasonable possibility, the employee will be allowed full Weingarten rights to have a union representative present.

6. Initial Probationary Period:

Newly hired employees will serve a probationary period beginning on date of hire and continuing for six (6) months following the completion of the training. The probationary period will not be less than twelve (12) months.

Probationary periods will be extended by the full amount of any unpaid leave or absence of fifteen (15) calendar days or more except as otherwise required by law or this Agreement.

The Director may reprimand, suspend, demote, or discharge the probationary employee. Every such action shall be accompanied by written documentation stating the reasons for such action.

Initial probationary employees are not protected by the just cause standard, and are subject to discipline and discharge without prior notice or an opportunity to respond to the charges prior to discipline.

Any initial probationary employee in the bargaining unit who is disciplined in writing, suspended, or discharged, shall have the right to utilize Steps 1, 2, and 3 of the Grievance Procedure described in Article 19. The determination at Step 3 shall be the final determination, except that an employee may request an administrative review of a suspension, demotion, or dismissal from the Director of Human Resources subject to the Personnel Ordinance 2.05.220.

ARTICLE 18 - LAYOFF AND RECALL

1. REASON FOR LAYOFF

The County may lay off an employee because the employee is physically unable to perform the job, and there is no other job the employee can perform. The County may lay off an employee because of shortage of funds or work or reorganization of the unit, if, in the opinion of the County, there is no satisfactory alternative to layoff such as voluntary demotion, furlough or reduced workweek. Discussions regarding layoffs may be initiated by either the County or the Union. The County retains the final authority to determine whether layoffs should occur.

2. LAYOFF

Layoff order shall be established within the department on the basis of seniority.

The appointing authority may make an exception to the order of layoff when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by documented work performance records. The judgment of the appointing authority shall be sustained unless the Director of Human Resources finds the judgment to be arbitrary or capricious.

3. BUMPING

When an employee is laid off due to a reduction in the work force, the employee shall be permitted to exercise bumping rights by displacing an employee with less seniority in a job classification at the same or lower salary grade provided the employee is qualified to hold the position. If funds are increased and the higher level position is reestablished within two (2) years, the bumping employee will be restored to the higher level position.

4. RECALL

Those employees who exercise bumping rights or are laid off shall be eligible for recall to their classification for a period of two years without loss of seniority or benefits subject to contract limitations. Recall shall be on the basis of seniority. Eligible, interested recalled employees will be re-employed before any new hires or transfers, provided the employee possesses the qualifications for the position.

ARTICLE 19- SETTLEMENT OF DISPUTES

1. **GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of the Agreement shall be settled in the following manner:

STEP I: The Union Representative and the employee, at the employee's option, may take up the grievance or dispute with the Operations Manager within fourteen (14) calendar days of the occurrence by submitting a written grievance. The written grievance shall identify the facts sufficient to explain the nature of the grievance, specific contract provision(s) allegedly violated, and requested remedy. The Operations Manager, the Union Representative, and the employee, at the employee's option, shall meet at a mutually scheduled time to discuss and attempt to resolve the issue. If the issue remains unresolved, the Operations Manager shall respond to the employee and the Union Representative within fourteen (14) calendar days.

STEP II: If the grievance still remains unadjusted, it may be presented by the Union Representative and the employee, to the Director within fourteen (14) calendar days of the time that the Operations Manager's response was due or when the response is received, whichever occurs last. The Director, the Union Representative, and the employee, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Director shall respond to the employee and the Union Representative in writing within fourteen (14) calendar days.

STEP III: If the grievance still remains unadjusted, it may be presented by the Union Representative and the employee, to the Board of County Commissioners or their designee within twenty-one (21) calendar days after the response of the Director is due or when the response is received, whichever occurs last. The Board of County Commissioners or their designee, the Union Representative, and the employee, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Board of County Commissioners or designee shall respond in writing to the employee and Union Representative within twenty-one (21) calendar days.

STEP IV: If the grievance is still unsettled, the Union Representative shall have the option, by written notice to the County within fourteen (14) calendar days after the reply of the Board of County Commissioners or designee is due or received, whichever occurs last, to request either mediation through the State Conciliation Service or arbitration. If the State Conciliation Service is not willing or not able to provide mediation services, the Union representative may, within fourteen (14) calendar days of notice of such fact by the Conciliation Service, request arbitration by giving written notice to the County. If mediation services are provided, and after mediation, the grievance is still unsettled, the Union Representative may within fourteen (14) calendar days by written notice to the County, request arbitration. Costs for mediation services shall be equally split between the Union and the County.

STEP V ARBITRATION: If arbitration is requested by the Union Representative, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator for the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon all parties. In the event that the parties fail to agree upon the selection of an arbitrator, a list of arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. Each party shall, in turn, strike one name at a time from the list until only one name remains. The arbitrator whose name remains shall act as arbitrator for the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the express provisions of the agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and other procedural matters, provided that in doing so the arbitrator shall not contravene any provision of the Agreement. The compensation and expenses of the arbitrator shall be borne by the party for whom the arbitrator's decision is adverse.

When the Board of County Commissioners has denied a grievance and arbitration is requested, the parties must within one year of the date the Board of County Commissioners denies the grievance select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

2. *PROCESSING GRIEVANCES*

A single Steward shall be allowed to investigate and process grievances during working hours within reasonable limits without loss of pay.

Any time limits specified in the grievance procedure may be waived by mutual consent of both parties.

ARTICLE 20- NON-DISCRIMINATION

1. NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual preference, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement. The Union shall not share any legal costs incurred by the County relating to the enforcement of this section.

2. UNION MEMBERSHIP

The County agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the County or any County Representative against any employee because of any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

ARTICLE 21- UNION BUSINESS

1. VISITS BY UNION REPRESENTATIVES

The County agrees that an accredited representative of the Union, whether local Union representatives, District Council representatives, or International representatives, upon proper introduction, shall have reasonable access to the premises of the County.

2. NEGOTIATING SESSIONS

The Board of County Commissioners or its designee(s) shall meet at mutually convenient times with the Union negotiating committee.

The Union negotiating committee shall consist of not more than three (3) employee members each, with each side selecting their own negotiating committee. No more than two (2) Union negotiating committee members shall be on scheduled shift duty during any meeting.

ARTICLE 22 - GENERAL PROVISIONS

1. BULLETIN BOARDS

The County agrees to furnish and maintain a suitable Union bulletin board to be used by the Union at the Emergency Operation Center Building, in an area commonly accessible to employees. Bulletin Board to be of reasonable dimensions, approximately 4' x 4'. The bulletin board shall be limited to Union Business Notices and Bulletins.

2. EXISTING CONDITIONS

The County agrees to furnish to the Union copies of all proposed changes in work rules and benefits. All future work rules and benefits shall be subject to mutual agreement before becoming effective. Changes in all existing conditions shall be negotiated with the Union. Whenever any conditions or changes or new conditions are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days. The Union and the County will jointly participate in making recommendations concerning all new classifications to the Board of County Commissioners.

3. RULES

The County agrees to provide each employee in the bargaining unit with electronic access to all existing rules.

Employees shall comply with all existing rules which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced.

Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

4. AGREEMENT PUBLICATION COSTS

The County agrees to print sufficient copies of this agreement for distribution to all employees in the bargaining group and all new employees. Cost of printing shall be borne by the County.

5. PROMOTIONS AND TRANSFERS

Whenever a vacant bargaining unit position becomes available, either through employees terminating, retirement, new classification, or for any other reason, the County shall first attempt to fill the position by promoting employees or transferring employees in the bargaining unit. Available positions will be posted at the time of the opening. If more than one person requests a promotion or transfer, selection will be made by department seniority.

When a Call Taker or D1 position becomes available, the position may be posted internally for promotion or transfer opportunity. Posting will be open for fifteen (15) days to ensure all employees have the opportunity to submit interest. Only Call Takers who have completed their probationary period may apply for promotion to a D1 Trainee position. Promoted Call Takers will move to the appropriate D1 Trainee or D1 pay scale which provides for the next level of salary increase (approximately 5%) and will serve a probationary period which ends six (6) months after full certification as a D1. However, a Call Taker who previously was certified as a D1 will not be required to serve a new probationary period, although they will be required to successfully complete refresher training.

A D1, D2, or TQAC may request a transfer to a vacant Call Taking position and will be placed at Step 6 on the Call Taker pay scale.

6. TRANSFERRED EMPLOYEES FROM OTHER AGENCIES

Employees who are transferred to C-Com under ORS Chapter 236 because C-Com has assumed or acquired the duties of another public employer shall be placed on the current salary schedule under this agreement at the step which is closest to, but not less than, their salary from the transferring employer.

Such transferred employees will be required to undergo a training period not to exceed twelve (12) months from the date of transfer, provided however that a six-month extension may be granted by the Communications Director. An employee who does not progress satisfactorily during the training period, may be discharged from employment. It is specifically understood that just cause for discharge shall include inability or failure on the part of an employee to progress satisfactorily during the training period, or to meet the requirements of the position/classification for Communications Dispatcher 1 by the end of the training period.

Transferred employees who are placed at step one of the salary schedule upon transfer shall be eligible for advancement to the next step of the salary range for their classification six (6) months from the first of the month following appointment to the position. Transferred employees who are placed at step two or higher upon transfer are eligible for advancement to the next step of the salary range twelve (12) months from the first of the month following appointment.

7. ELECTRONIC MAIL

1. Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.
2. "Collective bargaining matters" means any of the following:
 - A. official Association announcements to the Association membership (such as meeting subjects, dates and times);
 - B. the meaning, interpretation or application of this Agreement;
 - C. the presentation and adjustment of grievances under Article 21 of this Agreement;
 - D. matters directly related to the collective bargaining relationship between the County and the Association.
3. Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:
 - A. to arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
 - B. to ask a question regarding meaning, interpretation, or application of this Agreement;

- C. to present a grievance regarding the meaning, interpretation or application of this Agreement;
- D. to request Association representation in matters concerning the meaning, application or interpretation of this Agreement.

4. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

5. The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

ARTICLE 23 - COMMITTEES

1. LABOR MANAGEMENT PARTNERSHIP

The County and Union agree to establish a joint Labor-Management Committee as a mechanism for a dialogue between the parties to discuss issues mutually agreeable to the parties. It is further agreed that the parties may further create subcommittees as are deemed appropriate. The makeup for the main committee shall be the Director of C-Com and/or the Operations Manager and/or two Supervisors from Management (the total not to exceed three) and the Council Representative and Local President and/or two Dispatchers from the Union (the total not to exceed three). The makeup and number of members of any subcommittees will be determined by mutual agreement between the parties.

- A. The Committee shall meet as necessary to address any and all issues involving the parties during the term of this Agreement, but in no event less than once each quarter.
- B. Identifying mutually agreed upon issues shall be the first priority for the committee.
- C. The joint committee and subcommittees, as appropriate, will examine and discuss the issues identified as well as the ramifications and impacts of each issue. Subject to the deliberations of the subcommittees and/or joint committee, recommendations may be issued from the joint committee to the Union's leadership and/or membership and to the County, as appropriate.

2. Fire Services Committee (FSC) AND Law Services Committee (LSC)

FSC and LSC meetings will include a dispatcher representative from the Bargaining Unit. This representative will be selected by the Union.

ARTICLE 24 - DRUG AND ALCOHOL POLICY

The County and the Union adopt the County's Drug Free Workplace policy proclamation dated August 15, 1989.

ARTICLE 25- SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decision of the court shall apply only to specific Article, Section or portion thereof, directly specified in the decisions; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section or portion thereof.

ARTICLE 26 – OVER/UNDER PAYMENTS

Any employee receiving unauthorized payments has the obligation to call such error to the attention of his or her supervisor.

A. Underpayments

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Supervisor, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

B. Payments in Error

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the County shall only recover, the overpayment for a period of one-hundred and eighty (180) days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Manager in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification.

C. Repayment to the County

As soon as the overpayment is known, the County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

1. The County Payroll Manager shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
2. The employee and the County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
3. If there is not mutual agreement at the end of thirty (30) calendar days, the County shall implement the repayment schedule stated in subsection (D) below.
4. If the overpayment amount to be repaid is more than twenty-five (\$25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five (\$25) dollars per payroll period. If an overpayment is less than twenty-five (\$25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.

5. An employee who has a factual disagreement with the County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
 6. This article/section does not waive the County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
- D.** Employees can elect to either establish a payment plan through payroll deductions as described under 23(C)(4) or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the County, the County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W2 form by the amount repaid.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement shall become effective upon full ratification by both parties and shall remain in full force and effect until the 30th day of June 2021, or the date of signing a subsequent Agreement, whichever last occurs. This Agreement shall be automatically renewed July 1, 2021, and each year thereafter unless either party shall notify the other in writing no later than January 1, 2021, that it desires to either terminate or modify this Agreement. In the event notice to modify is given, negotiations shall begin no later than March 1st. In the event that notification of termination is given, it shall become effective thirty (30) days after the date of notice is received.

This Agreement may be amended at any time by mutual agreement of the Union and County; such amendments shall be in writing and signed by both parties.

RATIFICATION

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2019.

FOR THE UNION:

Angela Peterson
President AFSCME-CCOM

Fred Yungbluth
Bargaining Team Member

Karey Stidham
Bargaining Team Member

Ross Kiely
AFSCME Council Representative

FOR THE COUNTY:

Chair Jim Bernard
Board of County Commissioners

Recording Secretary

Cheryl Bledsoe
Director, CCOM

Adam Collier
Chief Negotiator

Eric Sarha
Bargaining Team Member

Mike Corless
Bargaining Team Member

Anthony Collins
Bargaining Team Member

Sherryl Childers
Bargaining Team Member



June 20, 2019

Board of County Commissioners
Clackamas County
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of an Intergovernmental Agreement with City of Milwaukie
for Creation of a Framework Plan for Dogwood Park

Purpose/Outcomes	Outlines responsibilities and requirements of both the City and the District in the City-led process to create a Framework Plan for Dogwood Park as part of the South Downtown Revitalization Project.
Dollar Amount and Fiscal Impact	\$10,000 one-time payment, ongoing maintenance costs once project is completed.
Funding Source	NCPRD Proposed Budget for FY 19-20 – General Fund
Duration	Through July 1, 2021
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Ensure safe, healthy and secure communities
Contact Person	Scott Archer, NCPRD Director, 503-742-4421

BACKGROUND:

North Clackamas Parks and Recreation District (NCPRD), a division of Business & Community Services, is seeking approval of an Intergovernmental Agreement (IGA) with the City of Milwaukie (City) for creation of a framework plan for Dogwood Park (Park). The Park is a 1.06-acre park located at 11299 SE Main St, Milwaukie, OR 97222.

All parks within the City of Milwaukie are owned by the City, and managed, maintained and operated by NCPRD through an existing IGA. The City is currently in the process of making significant development and right-of-way improvements adjacent to and within the existing Park; it is redeveloping its south downtown area including a new housing development and moving the Farmer’s Market to Main Street. These changes will also impact Dogwood Park. By undertaking creation of a framework plan for the area, NCPRD and the City will determine and coordinate future enhancements to the Park and the adjacent properties. The City will manage the framework plan process.

This agreement establishes the terms for both parties in supporting creation of a framework plan for the park. NCPRD will contribute \$10,000 as a match to the City’s \$10,000 contribution, that combined will be used to fund creation of the framework plan.

County Counsel has reviewed and approved the language in this agreement.

RECOMMENDATION:

Staff recommend the Board approve this Intergovernmental Agreement between North Clackamas Parks and Recreation District (NCPRD) and City of Milwaukie for creation of a framework plan for Dogwood Park.

ATTACHMENT:

Intergovernmental Agreement between City of Milwaukie and North Clackamas Parks & Recreation District for Creation of a Framework Plan for Dogwood Park

Respectfully submitted,

Scott Archer, Director
North Clackamas Parks and Recreation District

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF MILWAUKIE AND NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
FOR CREATION OF A FRAMEWORK PLAN FOR DOGWOOD PARK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Milwaukie (“City”), a municipal corporation, and the North Clackamas Parks and Recreation District (“District”), a county service district formed under ORS Chapter 451, effective as of the last date of signature indicated below (“Effective Date”).

RECITALS

- A.** Dogwood Park is a city park in downtown Milwaukie owned by the City and operated and maintained by the District; and
- B.** City is in the process of redevelopment of its downtown, including land adjacent to Dogwood Park; and
- C.** Development by the City of land adjacent to Dogwood Park will require certain enhancements to the park and provides a good opportunity for the City and District to work collaboratively to reevaluate and update the infrastructure and layout of Dogwood Park; and
- D.** In order to facilitate such an endeavor, a framework plan is necessary to establish the responsibilities of City and District regarding the reevaluation and update of Dogwood Park; and
- E.** To fund the development of a framework plan for Dogwood Park, District agrees to transfer \$10,000 to the City; and
- F.** City agrees to use the \$10,000 transferred by District to develop a framework plan for Dogwood Park; and
- G.** By the authority granted in Oregon Revised Statutes (ORS) 190.010 et seq., local government agencies may enter into cooperative agreements with other units of local government to further economy and efficiency, on terms and conditions.

NOW THEREFORE, it is agreed by and between City and District as follows:

TERMS OF AGREEMENT

- 1. Description of Agreement.** District shall transfer \$10,000 to the City for its use for professional services to develop a framework plan for Dogwood Park. The framework plan will outline new enhancements for Dogwood Park and coordinate with uses for the adjacent

development and right-of-way. The outcome of the framework plan will inform City and District about responsibilities for infrastructure defined in the framework plan.

- 2. Effective Date, Duration, and Termination.** This Agreement shall become effective on the date all required signatures are obtained and shall expire on July 1, 2021 unless extended or otherwise terminated as follows:
 - a.** This Agreement may be suspended or terminated prior to the expiration of any term by:
 - i.** Written notice provided, or without cause, by either party no less than 90 days prior to the date of termination;
 - ii.** Written notice, in the case of a default under the terms of this Agreement, giving no less than 21 days' notice of the alleged default, with opportunity to cure within the 21-day period; or
 - iii.** Mutual written agreement by the City and District.
 - b.** Termination of this Agreement shall not discharge the obligations of the District accrued prior to termination.
 - c.** If this Agreement is terminated for any reason, the indemnity obligations in Paragraph ____ shall survive.
- 3. Amendment Provisions.** The terms of this Agreement may be amended by mutual agreement of the parties. Any amendment shall be in writing, shall refer specifically to this Agreement, and shall be executed by the parties.
- 4. Compliance with Applicable Law.** City and District will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the services provided under this Agreement. Without limiting the generality of the foregoing, City and District expressly agree to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V or the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) the Fair Labor Standards Act; (v) the Occupational Safety and Health Act of 1970; (vi) all regulations and administrative rules established pursuant to the foregoing laws; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 5. Indemnification.** Subject to the Oregon Constitution and the limits of the Oregon Tort Claims Act, each party agrees to indemnify, defend and hold harmless the other party and its officers, agents, employees and elected officials from any and all liability, loss, and costs, except for attorney's fees as described in paragraph 6 below, arising out of or resulting from the acts of their officers, agents, employees, and elected officials, including intentional or willful misconduct, in the performance of this Agreement.

- 6. Notice.** Any notice required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by email, hand delivery, or by mail delivery addressed to the parties as follows:

Milwaukie:

City Liaison
Leila Aman
10722 SE Main Street
Milwaukie, Oregon 97222
Email: amanl@milwaukieoregon.gov

District:

District Liaison
Kathryn Krygier
150 Beaver Creek Road
Oregon City, OR 97045
Email: kkrygier@ncprd.com

These addresses may be changed by written notice to the other parties.

- 7. Attorney Fees.** In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
- 8. No Waiver.** The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
- 9. Severability.** Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
- 10. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.
- 11. Merger.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. Binding Effect. This Agreement constitutes the entire agreement between City and District on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of the terms of this Agreement will bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, will be effective only in the specific instances and for the specific purpose given. This Agreement is personal to City and District and is not intended to confer upon any other person or entity any rights or remedies whatsoever.

The parties by execution of this Agreement, hereby acknowledge that each has the authority to sign and bind City and District respectfully and that each party shall be bound by its terms and conditions.

CITY OF MILWAUKIE

Ann Ober, City Manager
City of Milwaukie

Date

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Jim Bernard, Chair
Board of Clackamas County Commissioners,
acting as the Governing Board for North Clackamas Parks & Recreation District

Date



DAN JOHNSON
MANAGER

DEVELOPMENT AGENCY

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

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with Harper Houf Peterson Righellis, Inc. for
Design of the D-Street Project

Purpose/Outcomes	This contract will provide design and engineering services for the D-Street project.
Dollar Amount and Fiscal Impact	Total contract value is \$623,898.00
Funding Source	Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District – no County General Funds are involved.
Duration	Through September 30, 2020
Previous Board Action	Approval of the Development Agency budget allocating funds for the project.
Counsel Review	Reviewed and approved by Counsel on June 12, 2019
Strategic Plan Alignment	This project will build and provide strong Infrastructure.
Contact Person	David Queener, Development Agency Program Supervisor 503.742.4322

BACKGROUND:

In anticipation of future redevelopment of properties located near the Fuller Road Light Rail Park and Ride, the Development Agency released a Request for Proposals seeking a consultant to develop construction documents for two new streets that will support the new development.

The scope of work includes field surveying, environmental reconnaissance, right of way acquisition, storm water analysis, traffic analysis, preliminary and final engineering, and preparation of construction documents.

Harper Houf Peterson Righellis will begin work immediately following contract execution and have final design completed in time for construction in the summer 2020. The total fee is \$623,898.00 billed on a time and materials basis.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on March 14, 2019. Proposals were opened on April 4, 2019. The County received two (2) Proposals: Harper Houf Peterson Righellis, Inc. and 3J Consulting. An Evaluation committee was assembled consisting of Agency staff. After

evaluations of the proposals, Harper Houf Peterson Righellis, Inc. was determined to be the highest evaluated proposer. Upon Contract award, the final statement of work was negotiated and finalized.

RECOMMENDATION:

Staff respectfully recommends the Board of County Commissioners approve and execute the Professional Services Contract with Harper Houf Peterson Righellis, Inc. to provide design and engineering services for the D-Street Project.

Respectfully submitted,

David Queener
Development Agency Program Supervisor

Placed on the BCC Agenda _____ by Procurement and Contract Services



CLACKAMAS COUNTY
PERSONAL/PROFESSIONAL SERVICES CONTRACT

This Personal/Professional Services Contract (this "Contract") is entered into between Harper Houf Peterson Righellis, Inc. ("Contractor"), and Clackamas County Development Agency, a political subdivision of the State of Oregon ("County").

ARTICLE I.

1. Effective Date and Duration. This Contract shall become effective upon signature of both parties. Consultant shall perform its obligations according to this Contract including, as applicable, through final completion of the construction project and any required post-construction and warranty work unless this Contract is terminated or suspended. Unless otherwise amended or terminated, this s Contract shall expire on September 30, 2020. However, such expiration shall not extinguish or prejudice the County's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.

2. Scope of Work. Contractor will provide the following personal/professional services: #2019-17 Roadway Design Plans for D-Street ("Work"), further described in Exhibit A.

3. Consideration. The maximum amount payable to Contractor under this Contract, which includes the amount off any allowable and reimbursable expenses, is six hundred twenty-three thousand eight hundred ninety-eight dollars (\$623,898.00) as detailed further in Exhibit F. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.

4. Travel and Other Expense. Authorized: [] Yes [X] No
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: https://clackamas.us/finance/terms.html. Travel expense reimbursement is not in excess of the not to exceed consideration.

5. Contract Documents. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibits A, B, C, D, E, and F.

6. Contractor Data.

Harper Houf Peterson Righellis, Inc.

Address: 205 SE Spokane Street
Portland, Oregon 97202

Contractor Contract Administrator: Dan Houf

Phone No.: 503-221-1131

Email: dan@hhpr.com

MWESB Certification: [] DBE # [] MBE # [] WBE # [] ESB #

Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject Contractor to backup withholding.

ARTICLE II.

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the Work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract 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.

- 7. HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon County's request, Contractor shall immediately provide Material Safety Data Sheets for the products subject to this provision.
- 8. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
- 9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656. (Also see Exhibit C)
- 10. INSURANCE.** Contractor shall provide insurance as indicated on **Exhibit B**, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon.
- 11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 12. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to the County at: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us, or to Contractor or at the address or number set forth in Section 1 of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any

communication or notice by personal delivery shall be deemed to be given when actually delivered.

- 13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) the Work under this Contract shall be performed in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline when performing similar services under similar circumstances, taking into consideration the contemporary state of the practices and the project conditions; (D) Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by Contractor under the Contractor, and all of the foregoing shall also be in accordance with Contractor's approved quality plan. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services; and (E) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Paragraphs 1, 6, 8, 11, 13, 14, 15, and 21.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Paragraphs 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. Contractor shall not be permitted to add on any fee or charge for subcontractor Work.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

19. TAX COMPLIANCE CERTIFICATION. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, Contractor has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any Work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

20. TERMINATIONS. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the Work under this Contract is prohibited or the County is prohibited from paying for such Work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the Work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

21. REMEDIES. (A) In the event of termination pursuant to Article II Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by the County, less previous

amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.

- 22. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 23. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 24. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 25. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 26. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 27. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:
- (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the Work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished.
- (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of this Contract.
- (C) The Contractor shall pay employees for Work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under

EXHIBIT A
PERSONAL/PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Contractor shall prepare roadway design plans for two new streets that will facilitate redevelopment of property located near the Fuller Road Station Park and Ride as outlined in the Request for Proposal #2019-17, issued March 14, 2019 hereby attached and incorporated as **Exhibit D**; the Vendors Response/Negotiated Statement of Work hereby attached and incorporated as **Exhibit E**; and the Fee Schedule hereby attached and incorporated as **Exhibit F**.

The County Contract administrator for this Contract is: David Queener.

CONSIDERATION

- a. Consideration Rates –Time & Material as detailed within **Exhibit F**.
- b. Payment for all Work performed under this Contract shall be subject to the provisions of ORS 293.462 and shall not exceed the total maximum sum of \$623,898.00. Invoices shall be submitted to: Clackamas County Development Agency, 150 Beaver Creek Road, Oregon City, Oregon 97045 or via email at dqueener@clackamas.us.
- c. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Payments shall be made to Contractor following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.
- d. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The billings shall also include the total amount billed to date by Contractor prior to the current invoice.

**EXHIBIT B
INSURANCE**

During the term of this Contract, Contractor shall maintain in full force at its own expense, each insurance noted below:

1. Required by County of Contractor with one or more workers, as defined by ORS 656.027.

Contractor, its subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law, and shall either comply with ORS 656.017, which requires said employers to provide workers' compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

2. Required by County Not required by County

Professional Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000. This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract. The policy must provide extending reporting period coverage for claims made within two years after the contract is completed.

3. Required by County Not required by County

General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each claim, incident, or occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract.

4. Required by County Not required by County

Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles, as applicable.

5. Certificates of Insurance. Contractor shall furnish evidence of the insurance required in this Contract. The insurance for general liability and automobile liability must include an endorsement naming the County, its officers, elected officials, agents, and employees as additional insureds with respect to the Work under this Contract. Insuring companies or entities are subject to County acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the County. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

6. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to the County at the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

EXHIBIT C
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

(Contractor completes if Contractor is not a corporation or is a Professional Corporation)

Contractor certifies he/she is independent as defined in Oregon Revised Statutes 670.600 and meets the following standards that the Contractor is:

1. Free from direction and control, beyond the right of the County to specify the desired result; **AND**
2. Are licensed if licensure is required for the services; **AND**
3. Are responsible for other licenses or certificates necessary to provide the services **AND**
4. Are customarily engaged in an “independently established business.”

To qualify under the law, an “independently established business” must meet three (3) out of the following five (5) criteria. **Check as applicable:**

- _____ A. Maintains a business location that is: (a) Separate from the business or work of the County; or (b) that is in a portion of their own residence that is used primarily for business.
- _____ B. Bears the risk of loss, shown by factors such as: (a) Entering into fixed price contracts; (b) Being required to correct defective work; (c) Warranting the services provided; or (d) Negotiating indemnification agreements or purchasing liability insurance, performance bonds, or errors and omissions insurance.
- _____ C. Provides contracted services for two or more different persons within a 12-month period, or routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- _____ D. Makes significant investment in the business through means such as: (a) Purchasing tools or equipment necessary to provide the services; (b) Paying for the premises or facilities where the services are provided; or (c) Paying for licenses, certificates or specialized training required to provide the services.
- _____ E. Has the authority to hire and fire other persons to provide assistance in performing the services.

Additional provisions:

1. A person who files tax returns with a Schedule F and also performs agricultural services reportable on a Schedule C is not required to meet the independently established business requirements.
2. Establishing a business entity such as a corporation or limited liability company, does not, by itself, establish that the individual providing services will be considered an independent contractor.

Contractor Signature _____ Date _____

EXHIBIT D
RFP #2019-17
Roadway Design Plans for D-Street
Published March 14, 2019

EXHIBIT E
Vendors Response/Negotiated Statement of Work

EXHIBIT F
Fee Schedule



Gregory L. Geist
Director

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Public Improvement Contract
between Water Environment Services and Stellar J Corporation for the
82nd Drive Pipe/Pedestrian Bridge Improvements

Purpose/Outcomes	Execution of the contract between Water Environment Services and Stellar J Corporation for the 82nd Drive Pipe/Pedestrian Bridge Improvements.
Dollar Amount and Fiscal Impact	The contract amount is not to exceed \$2,682,375.00
Funding Source	639-01-20100-481010-P632165 WES funding
Duration	260 calendar days from Notice to Proceed
Previous Board Action	N/A
Strategic Plan Assignment	This action supports both the County's and WES's Strategic Plan to build strong infrastructure.
Counsel Approval	June 11, 2019
Contact Person	Jessica Rinner, Civil Engineering Supervisor, 503-742-4551

BACKGROUND:

The 82nd Drive Pipe-Pedestrian Bridge is owned by WES and is a vital piece of infrastructure that supports multiple sanitary sewer force mains across the Clackamas River. The North Approach to the bridge is supported by wooden timbers that are no longer structurally sound.

This project includes completing structural upgrades to protect and support the sewer force mains and to increase the bridge's load capacity, which will allow it to be used for emergency vehicle traffic to cross the Clackamas River. In addition, seismic upgrades will be performed to make the bridge able to withstand a magnitude 9.0 earthquake.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on April 1, 2019. On April 30, 2019, three (3) bids were received: HP Civil, Inc., \$2,895,241.00; Cascade Bridge, LLC., \$3,178,002.00; and Stellar J Corporation, \$2,682,375.00. After review of the bids and all necessary documentation, Stellar J Corporation, was determined to be the lowest responsive bidder.

The contract was reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and Stellar J Corporation for the 82nd Drive Pipe/Pedestrian Bridge Improvements Project for a total contract amount not to exceed \$2,682,375.00

Respectfully submitted,

Greg Geist, Director
Water Environment Services

Placed on the _____ agenda by Procurement.



WATER ENVIRONMENT SERVICES PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between Water Environment Services, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Stellar J Corporation**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: **#2019-27 82nd Drive Pipe/Pedestrian Bridge Improvements**

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **two million six hundred eighty-two thousand three hundred seventy-five dollars (\$2,682,375.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the Clackamas County General Conditions for Public Improvement Contracts (11/1/2017) ("General Conditions") referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Bid Form
- Performance Bond and Payment Bond
- Supplemental General Conditions
- Payroll and Certified Statement Form
- Addenda #1 through #2
- Instructions to Bidders
- Bid Bond
- Public Improvement Contract Form
- Clackamas County General Conditions
- Prevailing Wage Rates
- Plans, Specifications and Drawings

2. Representatives.

Contractor has named R.E. Kinghorn as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Jessica Rinner as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Jeffrey Carlsen shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Jake Oullette shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Mike Klassen shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: 230 calendar days from NTP

FINAL COMPLETION DATE: 260 calendar days from NTP

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Change Order Authorization.

Throughout the performance of the Work under this Agreement, the Owner's Project Manager is hereby granted the authority to verbally authorize change orders in the field for an amount up to \$10,000. As soon as possible following the authorization, the Owner's Project Manager shall complete the change order form provided by Clackamas County Procurement ("Procurement"), obtain the signature of Owner's Director or other authorized signatory, and submit the form to Procurement for processing. As soon as the Director signs off on the change order form, the Project Manager may then authorize another change order in the future for up to \$10,000 following the same procedure above. Each change order should include the cumulative cost of the entire change and may not be artificially broken up into multiple change orders to fall under the dollar threshold listed above. The authority granted to the Project Manager is limited by the Director's authorization to amend the Agreement under Clackamas County's Local Contract Review Board Rules and is subject to the discretion of the Director, who may suspend or restrict the Project Manager's ability to authorize change orders at any time for any reason.

6. Insurance Certificates.

In accordance with Section G.3.5 of the General Conditions and G.3.4.1 of the Supplemental General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and Water Environment Services as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to Procurement@clackamas.us.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Owner's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Owner shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and Owner may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property,

whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Required Terms

In addition to the terms and conditions contained in this Contract and the Contract Documents, the following terms and conditions are required by Oregon law:

- A. If the Contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with this Contract within 30 days after receiving payment from the Owner or a contractor, the Contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- B. If the Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- C. The Contractor shall include in each subcontract those provisions required under ORS 279C.580.
- D. For demolition tasks, if any, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

10. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

11. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

12. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

