

October 11, 2018

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement #DCHS-IGA-E-10145-2019  
with Multnomah County Dept. of County Human Services,  
Aging & Disability Services Division

<b>Purpose/Outcomes</b>	To provide supports for Veterans Directed Care services for eligible Veterans who reside in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	Agreement total is \$46,460.49. The contract is funded through the Multnomah County provider agreements with the Veterans Administration health care system.
<b>Funding Source</b>	Local Funds - no County General Funds are involved.
<b>Duration</b>	Effective September 1, 2018 and terminates on March 31, 2019
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	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.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	9053

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department request approval of Agreement #DCHS-IGA-E-10145-2019 with Multnomah County, by and through its Aging, Disability and Veterans Services Division for the delivery of Veterans Directed Care (VDC) services to eligible Veterans who reside in Clackamas County. Clackamas County Social Services, as part of the State's Aging & Disability Resource Connection (ADRC) network, is participating with Multnomah County to coordinate program delivery for the VDC services. Multnomah County Aging, Disability, and Veterans Services Division (Multnomah ADVSD) is serving as the lead agency and fiscal agent.

The goal of the VDC program is to provide case management supports to veterans who are in need of nursing care at home, have needs that exceed the hours available through the VA's Homemaker/ Home Health Aid Program, and are interested in self-directed care. These services and supports will allow them to remain independent and engaged in their community as long as possible.

This Agreement was delayed as Multnomah County was not being able to release agreements to its subcontractors until their funding source released their agreement and approved the subcontracts.

This Agreement is effective September 1, 2018 through March 31, 2019 and provides up to \$46,460 in funding. No County General Funds are involved in this agreement. This Agreement was reviewed and approved by County Council on October 1, 2018.

**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 & Human Services Dept.



## INTERGOVERNMENTAL AGREEMENT

Contract Number: DCHS-IGA-E-10145-2019

This is an Agreement between CLACKAMAS COUNTY SOCIAL SERVICES DI (Contractor) and MULTNOMAH COUNTY (County), referred to collectively as the "Parties."

CONTRACTOR ADDRESS:  
PO BOX 2950  
OREGON CITY, OR 97045

**Contract Documents.** This Contract includes the following attached documents:

### Attachments

Attachment Letter	Description
A	Veteran Directed Care Program
H-1	HIPAA Business Associate Agreement

### PURPOSE:

The purpose of this agreement is:

This agreement purchases the services of Clackamas County Social Services Division to implement the Veteran Directed Care (VDC) program for eligible Veterans in Clackamas County. The VDC program is for Veterans enrolled in the Veterans Administration (VA) health care system who are in need of nursing care at home, have needs that exceed the hours available through the VA's Homemaker/Home Health Aid Program, and are interested in self-directed care. The program is a collaboration between the VA and the Aging & Disabilities Resource Connection (ADRC) serving eligible Veterans. Multnomah County is administering the program on behalf of the ADRCs serving Washington, Clackamas, Marion, Douglas, Jackson, Josephine, and Klamath Counties. A summary of the current program rules is shown in **Attachment A**.

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from 9/1/2018 12:00 AM to 3/31/2019 11:59 PM. This agreement may be renewed if the program is continued by the funder.
2. **CONSIDERATION.** The maximum payment under this Contract, including expenses, is 46,460.49.
3. **RESPONSIBILITIES OF CONTRACTOR.** The Contractor agrees to:
  - A. Designate a VDC Program Manager who shall coordinate Contractor's activities.
  - B. Assign Case Manager(s) to the VDC program and ensure that all appropriate staff is trained in the requirements and procedures of the program.
  - C. Carry out the activities described for the ADRC Case Manager provided by Multnomah County, including:
    1. Accept referrals from the VDC Coordinator;
    2. Provide assessment for each referred Veteran;
    3. Work with Veterans authorized for the program to designate a Director and then to develop and finalize a spending plan;

4. Provide Veteran/Director with orientation on hiring employees/caregivers, being an employer and how to work with the Financial Management Services (FMS) provider to hire new employees, complete background checks, enter and approve time worked, etc.;
  5. Submit a completed Employer of Record form to the FMS provider, who then sets the Veteran up in their system and pre-populates Federal and State tax forms
  6. Work with FMS provider to get each Veteran entered into the participant online portal; provide support or assistance as needed;
  7. Authorize budgets in FMS provider portal for monthly spending plans and for authorized purchases, and revise as necessary and as allowable per assessment and the Oregon VA-VDC Service Matrix;
  8. Monitor each enrolled Veterans' health, safety and outcomes by at least one (1) monthly phone call and one (1) visit each quarter, verify plan goals, spending, and identify any change in needs that could require a reassessment consult with VDC Coordinator as needed, and the VDC Coordinator of any significant changes in Veterans' situations;
  9. Coordinate Veteran reassessments at six months and annually thereafter;
  10. Follow procedures for voluntary and involuntary disenrollment of Veterans from the program and participate in reconciliation of Veterans accounts;
  11. Communicate with Multnomah County, the VDC Coordinator, FMS provider and Veterans as needed for effective operation of the program.
- D. Participate in monthly VDCV program meetings coordinated by Multnomah County.
- E. Participate in any data collection on the program requested by Multnomah County, such as client satisfaction surveys.
4. **RESPONSIBILITIES OF COUNTY.** The County agrees to:
- A. Designate a VDC ADRC Program Manager who will coordinate the overall program.
  - B. Provide initial training to Contractor on the requirements and procedures of the program, as well as updated information and/or training as the requirements and procedures change.
  - C. Contract with a Financial Management Services (FMS) provider, currently Premier FMS LLC, to manage individual Veterans' accounts.
  - D. Carry out the activities described for Multnomah County including:
    1. Paying FMS provider;
    2. Invoicing VA's Network Payment Center (VA NPC) for services;
    3. Paying Contractor (and other ADRC partners);
    4. Providing Veteran monthly spending reports to VDC Coordinator to review and approve; and
    5. When a Veteran is unenrolled, work with case manager and FMS provider to finalize expenses and billing to VA NPC.
  - E. Coordinate quarterly VDC program meetings.
  - F. Act as liaison with VA Network Payment Center and FMS provider.
  - G. Provide quality assurance by monitoring the work of Contractor and other ADRC partners.
5. **TERMINATION.** This agreement may be terminated by either party upon thirty (30) day's written notice.
6. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless Contractor from and against all liability, loss and costs arising out of or resulting from the acts

of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of Contractor its officers, employees and agents in the performance of this agreement.

7. **INSURANCE.** Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage.
8. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.
9. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
10. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
11. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
12. **PAYMENT/BILLING.** Contractor shall invoice Multnomah County monthly for fees, up to an estimated maximum of **\$46,460.49**. Fees are currently:
  - A. Full or Partial Assessment (one-time assessment fee) of **\$703.78** for each full assessment (new Veteran referred and accepted into the program) or **\$351.89** for each partial assessment (Veteran assessed as a poor candidate for the program), up to and not-to-exceed a maximum of **\$10,556.70** for the term of this agreement.
  - B. Professional Fees Consultation (case management fee) of **\$421.19** per Veteran per month for an estimated maximum of 85 consultations, up to and not-to-exceed a maximum of **\$35,903.79** for the term of this agreement.

**If the allowable fees are changed by the VA, the fees listed will be changed by County. Notice of changes in fees will be made in writing. County will give Contractor advance notice of fee changes, to the extent County receives such notice from the VA.**

Contractor shall provide back-up to invoice showing individual Veterans served, using the form provided (or approved) by Multnomah County. Invoice and back-up are due by the 15<sup>th</sup> calendar day of the month. If required documentation and invoices are received on time, are complete and correct, the County will process payments within thirty (30) calendar days of receipt of monthly invoice and documentation.

All requests for payment shall be sent to the attention of:

Multnomah County  
Department of County Human Services/Aging, Disability & Veteran Services Division  
Contract Deliverables  
P.O. Box 40488  
Portland, OR 97204-0488

If submitting electronically, send **by secure email** to: [ADS.Contracts@multco.us](mailto:ADS.Contracts@multco.us)

County will remit payment to:

Clackamas County Social Services Division  
 P.O. Box 2950  
 Oregon City, OR 97405-8856  
 Contact: Stefanie Reid, stefanierei@co.clackamas.or.us

- 13. **ORS 190-COOPERATION OF GOVERNMENT UNITS.** This agreement does not constitute an authorization by a public body under ORS 190.010 for a Party to perform one or more inherent governmental responsibilities of or for the other Party.
- 14. **FEDERAL FUNDS SUBRECIPIENT.** The Catalog of Federal Domestic Assistance (CFDA) number(s), title(s) and amount(s) of the Federal funds are shown below along with other required information about the Federal award per CFR200, Subpart D – Post Federal Award Requirements Standards for Financial and Program Management, Section §200.331 (see Attachment F). If this Contract is a subaward (making Contractor a sub recipient of Federal funds), Contractor shall conduct an audit as described under 2 CFR 200.500-521 (which replaces OMB Circular A-133) if such an audit is required by Federal regulations. If there is a change to funding for this Contract that adds Federal funding or changes existing funding to Federal, Contractor will be notified via a certified letter within 30 days.

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

- 15. **FISCAL REQUIREMENTS.** Not applicable.
- 16. **ADDITIONAL TERMS AND CONDITIONS:**
  - A. This is a requirements funding agreement for services on an as needed basis. If funds cease to be available to County in the amounts anticipated for this Agreement, County may reduce the scope of services to be provided and contract funding accordingly. Contractor will be notified in writing of any funding changes.
  - B. Contractor is a Business Associate of County for the purposes of this Contract (see attached Business Associate Agreement, Attachment H-1.)
- 17. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.

# MULTNOMAH COUNTY INTERGOVERNMENTAL AGREEMENT

Contract Number: DCHS-IGA-E-10145-2019

## CONTRACTOR SIGNATURE

*I have read this Contract including any attached Exhibits and Attachments. I understand the Contract and agree to be bound by its terms.*

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (print): Richard Swift, Director; Health Housing & Human Services Dept.

Date: \_\_\_\_\_

Approved as to form:

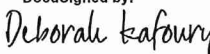


Date: 10/1/2018

## MULTNOMAH COUNTY SIGNATURE

This Contract is not binding on the County until signed by the Chair or the Chair's designee.

County Chair or Designee: \_\_\_\_\_

DocuSigned by:  
  
0A1C691BBA8143C...

Date: 9/26/2018 1:40:41 PM PDT

### County Attorney Review:

Reviewed: JENNY M. MADKOUR, COUNTY ATTORNEY FOR MULTNOMAH COUNTY, OREGON

By Assistant County Attorney: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A Veteran Directed Care Program

**Note:** *This is current description; Veterans Administration (VA) may change program rules.*

**Target Population:** All Veterans enrolled in VA health care system are eligible to participate in the Veteran Directed Care (VDC) program when the Veteran is “in need of nursing home care” and interested in self-directed care. Veterans are determined to be “in need of nursing home care” when **one (1)** or more of the following conditions is met:

- ⌚ Three (3) or more activities of daily living (ADL) dependencies
- ⌚ Significant cognitive impairment
- ⌚ Receiving hospice services
- ⌚ Two (2) ADL dependencies **and two (2)** or more of the following:
  - Three (3) or more instrumental activities of daily living (ADL) dependencies;
  - Recently discharged from inpatient rehabilitation facility or discharge contingent on receipt of VDC services;
  - 75 years old or greater;
  - Three (3) hospitalizations or 12 outpatient clinic/emergency evaluations in the past 12 months;
  - Diagnosis of Clinical Depression;
  - Lives alone in the community.
- ⌚ Meets some of the criteria of the target population, but clinically determined by the local VA Medical Center (VAMC) to need services.

VBC program is targeted to Veterans and caregivers whose home care needs exceed the average number of hours generally available through the Homemaker/Home Health Aide (H/HHA) Program at a VAMC or have difficulty with the traditional agency-based home care system, and who want to self-direct their services and supports.

**Services & Goods:** Aging & Disability Resource Connections (ADRCs) offering VDC must provide or assist in arranging self-directed services (within an approved budget based upon the needs and preferences of the participating Veterans and/or their representatives), including:

- ⌚ Veteran or representative-directed Care Services, including, but not limited to:
  - Personal Care (e.g. physical or verbal assistance with eating, bathing, dressing, grooming, and/or physical transfers)
  - Homemaker (e.g. cleaning, laundry, meal planning & preparation, shopping)
  - Adult Day Care
  - Assistive Technology (e.g. emergency response system, electronic pill minder)
  - Home-Delivered Meals
  - Caregiver Support (e.g. counseling, training)



- Respite Care
- Environmental Support (e.g. yard care, snow removal, extensive cleaning)
- Other goods and services needed to remain safely in the community (e.g. small appliances, adaptive devices, grab bars, ramp, lift chair, etc.)

**Note:** VDC services provided through the VDC program cannot duplicate any services that are already being provided to a Veteran or their family caregiver(s) by or through the VAMC.

- ⌚ Service Coordination and Administration:
  - Assessments
  - Options Counseling/Support Services including case management
  - Financial Management Services (FMS) - Fiscal/Employer Agent model preferred

The purchase of goods and services should meet all of the following criteria:

1. Meet the identified needs and outcomes in the Veteran's plan to assure the health and safety of the Veteran; **AND**
2. Collectively provide a feasible alternative to an institution; **AND**
3. Be the least costly alternative that reasonably meets the Veteran's identified needs; **AND**
4. Be for the benefit of the Veteran; **AND**
5. Be needed as the result of the Veteran's disability.

If all the above criteria are met, goods and services are appropriate purchases when they are reasonably necessary to meet the following outcomes:

- ⌚ Maintain the ability of the Veteran to remain in the community;
- ⌚ Enhance community inclusion and family involvement;
- ⌚ Develop or maintain personal, social, physical, or work related skills;
- ⌚ Decrease dependency on formal support services;
- ⌚ Increase the Veteran's independence;
- ⌚ Increase the ability of unpaid family members and friends to receive training and education needed to provide support.

**CLACKAMAS COUNTY SOCIAL SERVICES DI Attachment H-1****Health Insurance Portability and Accountability Act of 1996 (HIPAA)  
Business Associate Agreement****A. General:**

For purposes of this Contract, Contractor is County's business associate and will comply with the obligations set forth below and under HIPAA. Contractor and County agree to amend this Contract if necessary to allow County to comply with the requirements of HIPAA and its implementing regulations.

**B. Definitions:**

Terms used, but not otherwise defined in this Section, will have the same meaning as those terms in 45 CFR 160.103, 164.103, 164.402 and 164.501. A reference to a regulation means the section as in effect or as amended, and for which compliance is required.

- *Breach*: as defined in 45 CFR 164.402 and includes the unauthorized acquisition, access, use, or disclosure of Protected Health Information (PHI) that compromises the security or privacy of such information.
- *Designated Record Set*: as defined in 45 CFR 164.501.
- *Individual*: as defined in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- *Privacy Rule*: the standards for privacy at 45 CFR Part 160 and Part 164, subpart A and E.
- *Protected Health Information (PHI)*: means any information created for or received from County under the Contract from which the identity of an Individual can reasonably be determined, and includes, but is not limited to, all of the information within the statutory meaning of "Protected Health Information" in 45 CFR 160.103.
- *Required by Law*: as defined in 45 CFR 164.103.
- *Secretary*: the Secretary of the U.S. Department of Health and Human Services (HHS) or designee.
- *Security Rule*: the Standards for Security of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subpart A and C.
- *Unsecured Protected Health Information*: PHI that is not secured through the use of a technology or methodology specified by the Secretary in guidance or as otherwise defined in 45 CFR 164.402.

**C. Contractor's Obligations:**

1. Contractor agrees to not use or disclose Protected Health Information (PHI) other than as permitted or required by this Contract or as Required or Permitted by Law. Contractor further agrees to use or disclose PHI only on behalf of, or to provide services to, the County in fulfilling Contractor's obligations under this Contract, and to not make uses or disclosures that would violate the Privacy Rule if done by County or violate the minimum necessary standard as described below.
2. When using, disclosing, or requesting PHI, Contractor agrees to make reasonable efforts to limit the PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure or request, in accordance with 45 CFR 164.514(d), with the following exceptions:
  - a) disclosures to or requests by a health care provider for treatment
  - b) disclosures made to the Individual about his or her own PHI
  - c) uses or disclosures authorized by the Individual
  - d) disclosures made to the Secretary in accordance with the HIPAA Privacy Rule
  - e) uses or disclosures that are Required by Law, and
  - f) uses or disclosures that are required for compliance with the HIPAA Transaction Rule.
3. Contractor is directly responsible for full compliance with the requirements of the HIPAA Privacy Rule and Security Rule to the same extent as County.
4. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Contract.
5. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by 45 CFR 164 Subpart C.
6. Contractor agrees to immediately notify County of any known or suspected incident or complaint involving PHI,

- including use or disclosure of PHI in violation of or not provided for by this Contract of which it becomes aware.
7. Contractor shall immediately notify County of a Breach of Unsecured PHI of which Contractor (or Contractor's employee, subcontractor, officer or agent) knows or should have known of through the exercise of reasonable diligence. Contractor's notification to County must:
    - a) Be in writing and provide an individual's contact information if needed for County's follow up communications,
    - b) Be made to County without unreasonable delay and no later than 30 calendar days after discovery of the Breach. A Breach is considered discovered as of the first day on which the Breach is known, or reasonably should have been known, to Contractor, subcontractor of Contractor, or any employee, officer or agent of Contractor, other than the individual committing the Breach,
    - c) Include the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach and the types of PHI involved,
    - d) Include the date of the Breach and date of discovery of the Breach,
    - e) Include description of what Contractor is doing to investigate the Breach, to mitigate loss, and to protect against any further or future Breaches,
    - f) Provide all information necessary for County to notify impacted Individuals under 45 CFR 164.404 without unreasonable delay after Contractor's discovery of the Breach, and
    - g) Provide any and all information, including preparation of reports or notices, needed for County to provide notification required under 45 CFR 164.406 and 164.408, as required or requested by County.
  8. Contractor agrees to mitigate, to the extent practicable and without unreasonable delay, any harmful effect that is known to Contractor of a use or disclosure of PHI or Breach of Unsecured PHI by Contractor in violation of the requirements of this Contract or HIPAA.
  9. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Contractor on behalf of County, agrees in writing to the same restrictions and conditions that apply through this Contract to Contractor with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
  10. Contractor agrees to provide access to PHI about an Individual contained in a Designated Record Set within the time, manner, form and format specified in Individual's or County's request as necessary to satisfy the County's obligations under 45 CFR 164.524. If an Individual requests access to information directly from Contractor, Contractor agrees to forward the request to County within 2 working days of receipt. County will be responsible for any denials of requested PHI.
  11. Contractor agrees to make any amendments to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 within the time and manner specified in County's request. Contractor shall not respond directly to requests from Individuals for amendments to their PHI in a Designated Record Set. Contractor agrees to forward the request to County within 2 working days of receipt.
  12. Contractor agrees to make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained or received by Contractor on behalf of County available to County or Secretary upon request of County or Secretary, in a time and manner designated by the County or the Secretary for purposes of the Secretary determining County's compliance with HIPAA.
  13. Contractor agrees to document disclosures of PHI and information related to such disclosures as required for County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528. Contractor will make available, at a minimum, the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure which includes an explanation of the basis for such disclosure. Contractor agrees to implement an appropriate record keeping process to comply with this Section.
  14. Contractor agrees to provide County or an Individual, within the time and manner specified in the request from County or Individual, information under Item 13 of this Section, to permit County to respond to a request by an Individual for an accounting of disclosure of PHI in accordance with 45 CFR 164.528.
  15. Contractor must forward to County within 2 working days of receipt any request for restriction or confidential communications as described under 45 CFR 164.522 received from an Individual. Contractor must process such request in the time and manner as directed by County.
  16. If Contractor conducts in whole or part electronic transactions on behalf of County for which HHS has established standards, Contractor will comply and require its subcontractors and agents to comply, with each applicable requirement of the HIPAA Electronic Transactions Rule under 45 CFR Parts 160 and 162 and of any operating rules adopted by HHS with respect to the standard transactions.

**D. Termination:**

1. Notwithstanding any other termination provisions in this Contract, County may terminate this Contract in whole or in part upon 5 working days written notice to Contractor if the Contractor breaches any provision contained in this Contract and fails to cure the breach to County's satisfaction within the 5 working day period; provided, however, that in the event termination is not feasible County may report the breach to the Secretary.
2. Upon termination of this Contract for any reason, Contractor will extend the protections of this Contract to any PHI that Contractor is required to retain under any provision of this Contract. The terms of this Contract shall remain in effect until all of the PHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI as agreed upon by County, protections are extended to such information, in accordance with the termination provisions in this Section.
3. The obligations of Contractor under this Section D shall survive termination of the Contract.

**E. Remedies in Event of Breach:** Contractor recognizes that irreparable harm will result to County, and to County business, in the event of breach by Contractor of any of the covenants and assurances contained in this Contract. As such, in the event of breach of any of the covenants and assurances contained in Section C above, County will be entitled to enjoin and restrain Contractor from any continued violation of Section C. Furthermore, in the event of breach of Section C by Contractor, County is entitled to reimbursement and indemnification from Contractor for County's reasonable attorneys' fees and expenses and costs, including notices the County is required to give as a result of any Breach of Unsecured PHI, that were reasonably incurred as a result of Contractor's breach. The remedies contained in this Section E are in addition to (and do not supersede) any action for damages and/or any other remedy County may have for breach of any part of this Contract. This provision in Section E shall survive termination of the Contract.

**F. Interpretation:** Any ambiguity in this Contract shall be resolved in favor of a meaning that permits County to comply with HIPAA and its implementing regulations.

October 11, 2018

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for  
HIV Testing and Counseling Services

<b>Purpose/Outcomes</b>	Provide HIV testing, counseling, and outreach to Clackamas County population.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value is \$99,001.
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective July 01, 2018 and terminates on June 30, 2019
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Contact Person</b>	Dawn Emerick, Public Health Director – (503) 655-8479
<b>Contract No.</b>	8985

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Sub-recipient Professional Services Agreement with Cascade AIDS Project for HIV Testing and Counseling Services. The County receives pass through funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Cascade AIDS Project to manage the HIV program. This Agreement is retroactive due to an extensive review of scope of work with Program Management and Cascade AIDS to ensure we were meeting the needs of the program and the requirements of the grant.

This Agreement has a maximum value of \$99,001. This Agreement is effective July 1, 2018 and continues through June 30, 2019. This Agreement has been reviewed by County Counsel on September 20, 2018.

**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

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 19-005**

Project Name: HIV Counseling and Testing – Contract #8985  
Project Number: 40063

This Agreement is between Clackamas County, Oregon, acting by and through its  
Department of Health, Housing, and Human Services, Public Health Division  
and Cascade AIDS Project (CAP), an Oregon Nonprofit Organization.

**Clackamas County Data**

Grant Accountant: *Sherry Olson*

Program Manager: *Anna Summer*

Clackamas County – Public Health Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045  
Phone: (503) 742-5342  
Email: SOlson4@co.clackamas.or.us

Clackamas County – Public Health Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045  
Phone: (503) 742-5382  
Email: ASummer@co.clackamas.or.us

**SUBRECIPIENT Data**

Finance/Fiscal Representative: *Wenda Tai*

Program Representative: *Caitlin Wells*

Cascade AIDS Project  
520 NW Davis St., Suite 215  
Portland, OR 97209  
Phone: (503) 278-3880  
Email: wtai@cascadeaids.org

*Cascade AIDS Project*  
520 NW Davis St., Suite 215  
Portland, OR 97209  
Phone: (503) 278-3860  
Email: cwells@cascadeaids.org

DUNS: 180464919

**RECITALS**

1. Clackamas County ("COUNTY"), a political subdivision of the State of Oregon has an Intergovernmental Agreement ("IGA") for the Financing of Public Health Services through its Public Health Division, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County ("LPHA") and the State of Oregon acting by and through its Oregon Health Authority ("OHA") for the biennium period 2017-2019. Cascade AIDS Project ("SUBRECIPIENT") desires to partner with COUNTY to fulfill the objectives of such IGA, which includes Program Element 07 for HIV Prevention Services. Funds provided under this Agreement for such Program Element may only be used in accordance with and subject to the requirements and limitations for the following services and appropriate costs associated with the delivery of such services:
  - a. Confidential HIV counseling, rapid testing, and referral services;
  - b. Other HIV prevention services with evidence of effectiveness to identified high-risk populations in COUNTY's service area; and
  - c. Structural activities that facilitate the delivery of HIV prevention services to high-risk populations in COUNTY's service area.
  
2. Priority populations for service focus in Oregon are identified in the current HIV Prevention Comprehensive Plan. Funds awarded under this Agreement may only be expended on Services

included in COUNTY's HIV Prevention Program Model Plan that has been approved by the Department of Human Services ("DHS") HIV Prevention Program, with an emphasis focused predominantly on services for the high-risk populations identified above.

3. Project description: Expand HIV client-centered counseling, testing and referral services ("CTRS") and continue to provide outreach to CTRS to sexual and social networks of men who have sex with men ("MSM") and other priority populations who reside in Clackamas County.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than July 1, 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.
2. **Program.** The Program is described in Attached Exhibit A: SUBRECIPIENT Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2017-2019 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority for the Financing of Public Health Services (Agreement No. 154103) and the U.S. Department of Health and Human Services, that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations*, Part 74.
4. **Grant Funds.** COUNTY's funding for this Agreement is the 2017-2019 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, funded by the U.S. Department of Health and Human Services (CFDA No. 93.940) and issued to COUNTY by the State of Oregon. The maximum, not to exceed, grant amount that COUNTY will pay is \$99,001.00. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Exhibit E: Quarterly Performance Reports. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to 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 executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days-notice. This notice may be transmitted in person, by certified mail, facsimile, or by email.

7. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY subject to conditions contained in IGA 154103 as referenced in paragraphs 3 & 4. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
  - 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) **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
  - d) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
  - f) **Match.** Matching funds are not required for this Agreement.
  - g) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
  - h) **Indirect Cost Recovery.** The Oregon Health Authority has approved an indirect cost rate of 10.553% for use by SUBRECIPIENT on this award, which is incorporated by reference into SUBRECIPIENT budget in Exhibit B.
  - i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.



- j) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D1: SUBRECIPIENT Reimbursement Request.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (quarterly and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D1: SUBRECIPIENT Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- n) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering System ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <http://www.sam.gov>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. SUBRECIPIENTS of Federal

awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (FAC) within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of three (3) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications contained in IGA 154103, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to COUNTY, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original Agreement and all associated amendments.

#### 10. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT.

- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- d) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- e) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT'S written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
  - Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
  - Procure a commercial sex act during the period of time the award is in effect; or
  - Used forced labor in the performance of the Agreement or subaward under this Agreement.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

#### 11. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source

procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFP) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 12. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, 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 COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
  - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the

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

- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days-notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its, elected officials, employees and officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

11) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d) **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **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.
- g) **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 without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **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.
- i) **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.
- j) **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.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference are incorporated herein.

- **Exhibit A:** SUBRECIPIENT Statement of Program Objectives
- **Exhibit B:** SUBRECIPIENT Program Budget
- **Exhibit C:** Congressional Lobbying Certificate
- **Exhibit D:** Required Financial Reporting

- **Exhibit D.1** SUBRECIPIENT Reimbursement Request
- **Exhibit E:** Quarterly Performance Reports and State of Oregon HIV Prevention Program Workbook for FY2019
- **Exhibit F:** Final Financial Report
- **Exhibit G:** Residual Supplies Inventory
- **Exhibit H:** Parking Policy for CAP Employees

*(signature page follows)*

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

CLACKAMAS COUNTY

CASCADE AIDS PROJECT (CAP)

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Richard Swift, Director  
Health, Housing and Human Services

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Recording Secretary

Dated: \_\_\_\_\_

Approved to Form

By: \_\_\_\_\_  
County Counsel

Dated: 9/20/18

By:   
~~Tyler TerMeer, Executive Director~~  
Peter Parisot, Deputy Executive Director  
Dated: 9-26-18



**EXHIBIT A  
STATEMENT OF PROGRAM OBJECTIVES**

**Purpose**

Cascade AIDS Project (CAP), in collaboration with Clackamas County Public Health (CCPH) Infectious Disease Control and Prevention (IDCP) management and staff will execute this HIV Prevention statement of work according to the parameters below.

The overarching goals of this statement of work are the following:

- 1) Persons with HIV infection or uninfected person at risk for HIV infection in Clackamas County will be identified
- 2) People living with diagnosed HIV will have access to comprehensive prevention services, including linkage to medical care and treatment
- 3) At risk HIV-negative individuals in Clackamas County will have knowledge of and access to comprehensive HIV prevention services
- 4) Residents of Clackamas County will be aware of HIV prevention and treatment options through community-level HIV prevention activities, especially those at risk for HIV and People Living with HIV (PLWH)

**Scope of Program Services**

In order to achieve the goals defined above, CAP agrees to accomplish the following work as outlined in the log frame below:

<b>Goal</b>	<b>Objective</b>	<b>Outcome</b>	<b>Output</b>	<b>Activity</b>	<b>Input</b>
Persons with HIV infection or uninfected person at risk for HIV infection in Clackamas County will be identified	To increase HIV testing engagement by persons at risk for HIV and for communities with high HIV prevalence (MSM, PWID, etc.) by expanding HIV testing access in Clackamas County	Increase the number of high-risk HIV negative persons receiving an HIV test in Clackamas County through CAP's HIV prevention efforts by 25% by June 30, 2019	Weekly HIV Counseling Rapid Testing and Confirmatory Testing performed two hours per week for a total of at least 80 hours of routine HIV testing conducted by June 30, 2019  An additional 30 hours of HIV testing will be provided by CAP at other one-time event based sites, non-weekly routine testing sites, and/or pilot sites in Clackamas County by June 30, 2019.	<ol style="list-style-type: none"> <li>1. Conduct weekly rapid HIV testing and confirmatory testing and other prevention activities</li> <li>2. Provide HIV testing at other one-time event based sites, non-weekly routine testing sites, and/or pilot sites in Clackamas County with the intent of engaging Clackamas County residents most at risk for HIV.</li> <li>3. Using national, state and local epidemiologic data to guide decisions on populations &amp; geographic areas to focus HIV testing services, CAP will work with CCPH IDCP program</li> </ol>	CAP Prevention Navigator FTE: Provision of in-person and virtual testing and outreach services by CAP at Clackamas County sites for at-risk Clackamas County residents

			Rapid HIV testing will be offered in at least seven unique sites in Clackamas County by June 30, 2019	manager and DIS to determine scheduling and testing site plan for routine & non-routine testing activities	
People living with diagnosed HIV will have access to comprehensive prevention services, including linkage to medical care and treatment	To provide linkage to medical care and medical case management, including prevention services, for confirmed PLWH identified through CAP's Clackamas County HIV testing activities and/or through referrals from CCPH	90% of newly diagnosed HIV-positive persons identified through CAP's HIV testing activities will be linked to HIV medical care within 30 days of diagnosis	All newly diagnosed HIV-positive persons identified through CAP's Clackamas County HIV testing activities will be supported by CAP staff in order to access HIV medical care and other supportive services, including scheduling their first medical appointment and/or HIV medical care management intake.	<ol style="list-style-type: none"> <li>1. Provide referral and linkage to care services to all people who are identified as confirmed HIV positive through CAP's HIV testing activities. Linkage to care services may include connecting individuals who receive a confirmed positive HIV test result to services such as medical care, medical case management, health insurance navigation, DIS/partner services, and CareLink (early intervention services).</li> <li>2. Provide referral and linkage to care services support to CCPH DIS for any newly identified HIV positive and/or out-of-care HIV positive individuals identified by other testing services or out-of-care identification projects.</li> </ol>	CAP Prevention Navigator FTE – provision of in-person and virtual linkage to care and navigation services for HIV positive Clackamas County residents
At risk HIV-negative individuals in Clackamas County will have knowledge of and access to comprehensive	To increase consumer awareness, knowledge, access, and use of PrEP including referrals into PrEP education and	80% or more of high-risk HIV-negative individuals who receive an HIV test through CAP's Clackamas County activities will receive PrEP and/or other	At least 75 people will be provided with PrEP and/or nPEP referrals	<ol style="list-style-type: none"> <li>1. Provide PrEP and/or nPEP referrals to high-risk HIV-negative individuals</li> <li>2. Provide prevention services referrals/services (i.e. Syphilis testing, nPEP, syringe exchange) to high-risk HIV-individuals</li> </ol>	CAP Prevention Navigator FTE – provision of in-person and virtual prevention and case management services for at-risk

HIV prevention services	navigation services to Clackamas County residents at risk for HIV	Prevention Services referral/ service (i.e. Syphilis testing, nPEP, syringe exchange)			Clackamas County residents
<p>Residents of Clackamas County will be aware of HIV prevention and treatment options through community-level HIV prevention activities, especially those at risk for HIV and PLWH</p>	<p>To conduct community-level HIV prevention activities, including condom distribution, social marketing, community mobilization, and collaboration on harm reduction strategies such as syringe services</p>	<p>At least 70% of condoms are distributed to sites frequented by at-risk HIV negative persons (PWID, MSM, partners of PLWH) and PLWH</p> <p>At least 30% of those tested in Clackamas County will identify as Hispanic/Latino/Latinx and/or Black/African American</p> <p>Increase the number of high-risk HIV negative persons receiving an HIV test in Clackamas County through CAP's HIV prevention efforts by 25% by June 30, 2019</p>	<p>Distribute 8,000 condoms to at least 8 different sites in Clackamas County.</p> <p>Reach people at least 20,000 times through targeted outreach efforts using print materials, digital strategies via social media and geo-social networking apps such as banner ads, online profiles, Facebook posts and events, and other media as appropriate</p>	<ol style="list-style-type: none"> <li>1. CAP will examine state and local data provided by CCPH, OHA, CDC, and other sources in order to identify populations most at risk for HIV in Clackamas County</li> <li>2. As appropriate, identify and partner with culturally-specific organizations to deliver targeted community-level HIV prevention services</li> <li>3. Distribute safer sex materials (e.g. condoms and lubricant) to communities at risk for HIV and at community specific venues</li> <li>4. Conduct targeted outreach efforts using print materials, digital strategies via social media and geo-social networking apps such as banner ads, online profiles, Facebook posts and events, and others as appropriate</li> </ol>	<p>CAP Prevention Navigator FTE – provision of in-person and virtual prevention services at Clackamas County sites for at-risk Clackamas County residents and provision of prevention materials and content for print and on-line/virtual distribution to Clackamas County residents</p> <p>Advertising &amp; Outreach expenses – used primarily for promotions on digital media platforms such as Facebook &amp; Growlr</p> <p>Safer Sex material expenses – used to purchase specialty items that OHA may be unable to provide (i.e. insertive condoms, dental dams, lube, etc.)</p>

**CAP reporting requirements:**

- 1) Quarterly Workbook completion by the following dates: October 23, 2018; January 23, April 23, and July 23, 2019.
- 2) Quarterly management check-in meetings to review deliverables - dates to be scheduled between CAP and CCPH IDCP management during week of workbook completion (see dates above).
- 3) Routine CAP internal tracking reports of prevention services activities not provided in sHIVer or Workbook reporting formats provided to CCPH program manager and staff to utilize for planning and intervention services as needed [frequency of reporting, means of verification and person(s) responsible outlined in internal tracking sheet developed by CAP/CCPH management].
- 4) Quarterly in-person meetings as well as on-going communication as needed w/ CCPH DIS and CAP field staff to coordinate outreach and services.

**CCPH agrees to accomplish the following in support of CAP as part of this contract:**

- 1) Provision of local and relevant (as mutually determined between CAP and CCPH) data to support goals 1-4 in this Scope of Work
- 2) DIS staff time to collaborate and plan to accomplish goals 1-4 in this Scope of Work
- 3) Infectious Disease Control and Prevention management time to provide oversight and support on goals 1-4 in this Scope of Work
- 4) Office space at CCPH Public Services Building to accommodate CAP's Prevention Navigator a minimum of one day a week

## EXHIBIT B BUDGET

HIV Prevention - FY19 Subcontractor Line Item Budget							Contract Amount: \$ 99,901	
Complete all yellow shaded areas and call values colored blue.								
For assistance, contact: Barbara Keepes, 971-673-0573, barbara.j.keepes@state.or.us								
County: Clackamas								
Subcontractor: Cascade AIDS Project								
Completed by: (Include contact information): Erin Butler, Manager of Prevention Services (ebutler@cascadeaids.org) & Caitlin Wells (cwells@cascadeaids.org)								
Completed: 6/20/2018								
<b>IMPORTANT:</b>								
1. This form must be completed by staff responsible for program budgets and fiscal monitoring.								
2. If your agency is subcontracting for services, a separate line item budget is required for each subcontractor.								
Budget Categories	Description						Services / Costs Sub-Total	
<b>A) Personnel</b>	Name & Title	Annual Salary & Fringe (Direct Services)	FTE based on 2080 hr work year	Rate / hr	Hrs / mo	# of mo. budgeted	Total	
	<i>Example</i>	JANE DOE, R.N.	\$38,750.00	0.50	\$77,500	86.67	12	\$7,750.00
	1	Director of Healthcare Operations	\$84,460.00	0.05	\$40.61	8.67	12	\$4,223.00
	2	Manager of Prevention Services***	\$57,165.00	0.10	\$27.48	17.33	12	\$5,716.50
	3	Manager of Clinical Health Services**	\$54,590.00	0.10	\$26.25	17.33	12	\$5,459.00
	4	HIV/STI Testing Coordinator**	\$41,923.00	0.10	\$20.16	17.33	12	\$4,192.30
	5	Prevention Navigator*	\$41,923.00	0.80	\$20.16	138.67	12	\$39,538.40
	6	Bilingual Prevention Navigator*	\$42,869.00	0.05	\$20.61	8.67	12	\$2,143.45
<b>Total</b>		<b>\$322,930.00</b>	<b>1.20</b>	<b>\$155.25</b>	<b>208.00</b>		<b>\$55,272.65</b>	
<b>B) Fringe Benefit</b>	Personnel Costs	Fringe Benefit Rate %					Total:	
	\$55,272.65	28%					15476.34	
*Provides HIV Testing **Provides HIV Testing support & quality assurance *** Provides program oversight and supervision See Narrative Tabs for further details								
<b>C) Travel</b>	Item	Include calculations for lodging, per diem, mileage, location of travel, number of people traveling and purpose of travel. Mileage rate may not exceed \$0.545 / mile. Do not budget mileage on county owned cars.						
	Detail							
	1	Program Mileage to travel to HIV testing sites, Community Mobilization meetings and events, Condom Distribution, PrEP and other prevention programming (\$0.54 x 1000 miles) High mileage due to travel to Seattle, WA					\$540.00	
	2	Program Parking from traveling to/from program activities as described above (\$15 per day x 60 days)					\$900.00	
	3	Per Diem - Per Diem costs for Prevention Navigator to attend phlebotomy training, Seattle WA (required for confirmatory HIV testing)					\$300.00	
	4	Lodging - Lodging Costs for Phlebotomy Training, Seattle WA					\$450.00	
5						\$0.00		
<b>Total</b>							<b>\$2,190.00</b>	
<b>D) Equipment</b>	Item	Equipment is defined as costing \$5000 or greater and having a useful life of at least one year. Equipment purchases must be preapproved.						
	Detail							
	1						\$0.00	
	3						\$0.00	
<b>Total</b>							<b>\$0.00</b>	
<b>E) Supplies</b>	Item	List supply detail including office & medical supplies. If using an allocation method, detail how costs are allocated, (i.e. FTE, sq footage, etc.). For supplies, list item, quantity and cost. Preprinted, purchased materials are considered a supply item, direct printing costs of materials, is to be listed in section G, Other. The purchase of furniture is not allowed in this award.						
	List Item and cost							
	1	Clinical Supplies - For HIV Testing Including: gauze, phlebotomy supplies, bandages, lancets, disposable test pads, surface					\$250.00	
	2	Safer Sex Supplies - Specialty condoms, insertive condoms, and lube for distribution in Clackamas County					\$500.00	
	3	HIV Test Kits - Box of 25 @ \$250.00 x 4 + Home Test Kits for hard to reach communities 75 tests @ \$28					\$3,100.00	
4	Central Supplies - General office supplies (e.g. pens, paper, note pads, etc.) based on FTE for program (\$226.67 x 1.2)					\$272.00		
<b>Total</b>							<b>\$4,122.00</b>	
<b>F) Consultants</b>	List all consultant costs and area in which consultative services to be provided							
	1	Summarize cost for each consultant						
	<b>Total</b>							<b>\$0.00</b>

Cascade AIDS Project  
 Federal SUBRECIPIENT Agreement – 19-005  
 Page 17 of 25

G) Other	List costs for staff training or trainings that the LPHA will be providing, marketing / advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Incentives must be detailed, including individual costs, purpose of the incentive, and how incentive is to be used and tracked. For negotiable incentives, e.g., gift cards, a copy of cash handling procedures must be submitted with any request for incentive use. Any costs that are allocated costs must include allocation method.		
	Item	Detail	
	1	Staff Training - Agency trainings calculated at actual FTE (\$150 x 1.2 FTE), HIV Prevention Specific Trainings e.g. Trauma Informed Care, Motivational Interviewing, phlebotomy, etc.	\$180.00
	2	Phone - Phone costs for basic service (FTE based \$451.15 x 1.2 FTE), and \$35 x 12 mos cell phone reimbursement for 1 staff	\$450.00
	3	Copies & Printing - FTE based (\$275 x 1.2 FTE) copier & printing charges for testing materials, palm cards, flyers, prevention messaging (e.g. PREP, HIV 101), etc. Costs are shared across programs.	\$530.00
	4	Advertising for HIV Testing Recruitment & HIV Prevention Messaging - Costs include at least one print ad during Pride week, targeted social media promotions, and geosocial networking app paid push messages and banner ads.	\$605.00
5	recruitment, background investigation of all potential new volunteers, volunteer training, and printing of volunteer materials.	\$1,250.00	
	Total	\$3,015.00	
H) Contractual	List all subcontracts, submit a separate line item budget for each contractor		
	Item	Subcontracted Agency	
	1		\$0.00
	Total	\$0.00	
I) Total Direct Costs	Sum of A - H		
	Total		\$80,076.00
J) Other - Excluded per MTDC	List all sub-contracts and all contractual costs. Note: Line Item Budgets must be submitted for each Subcontractor		
		Subcontracted Agency	Total Cost
	1	Davis Office Rent - Office space and utilities for direct services staff based on FTE	\$8,750.00
2	Belmont Office Rent (Pivot) - Office space & utilities for all clinical supplies, safer sex materials, & Pivot services that are provided to Clackamas County residents at location.	\$1,725.00	
K) Indirect Costs	10.553% of direct costs. Indirect costs are those costs that are incurred for common or joint purposes and not attributable exclusively and directly to the HIV Prevention Program. Rate is specifically approved in writing by OHA for SUBRECIPIENT on this award.		\$8,450.42
	Item	Total	
Total Direct Program Expenses - must match contract amount - sum of I & J			\$99,001

**EXHIBIT C  
CONGRESSIONAL LOBBYING CERTIFICATE**

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

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

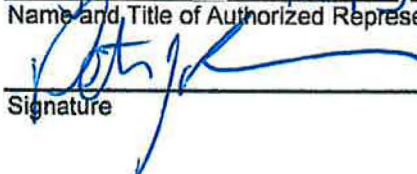
If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal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

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

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

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

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

<u>Cascade AIDS Project</u>	<u>Project # 40063</u>
Organization Name	Award Number or Project Name
<u>Peter Parisot, Deputy Executive Director</u>	
Name and Title of Authorized Representative	
	<u>9-26-18</u>
Signature	Date

**EXHIBIT D  
REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

<b>PROJECT NAME: HIV Testing and Counseling</b>	<b>AGREEMENT #19-005</b>
<b>SUBRECIPIENT: Cascade AIDS Project</b>	

**COMPENSATION AND RECORDS**

- A. CLACKAMAS shall compensate SUBRECIPIENT for satisfactorily completing activities described in EXHIBIT A. above.
- B. The total payment to SUBRECIPIENT shall not exceed **\$99,001.00**.
- C. CLACKAMAS agrees to pay SUBRECIPIENT true and verifiable expenses on a monthly basis after payment is received from the State of Oregon.
- B. Method of Payment: To receive payment, SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses as outlined below:

SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses by the tenth day of the month following that in which service was performed. Requests shall be submitted to Clackamas County Public Health, Attn: Sherry Olson 2051 Kaen Road, Suite 367, Oregon City, Oregon 97045, or electronically to: [SOlson4@co.clackamas.or.us](mailto:SOlson4@co.clackamas.or.us) . When submitting electronically, designate SUBRECIPIENT name and contract **19-005** in the subject of the e-mail.

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

**Withholding of Contract Payments:** Notwithstanding any other payment provision of this Agreement, should SUBRECIPIENT fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding of payment for cause may continue until SUBRECIPIENT submits required reports, performs required services, or establishes to COUNTY's satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of SUBRECIPIENT.

SUBRECIPIENT shall complete the State of Oregon HIV Prevention Program Workbook for FY2016 (Exhibit E) **quarterly**. CCPHD will complete their section of the workbook and send the workbook electronically via E-mail to subrecipient by the tenth day of the month. SUBRECIPIENT will complete their sections and return to CCPHD by the 20<sup>th</sup> of the month. **Completed workbook due to OHA 30 DAYS AFTER QUARTER END.**

**Reporting Periods:**

**07/01/2018 - 09/30/2018, 10/31/2018 - 12/31/2018, 01/01/2019 - 03/31/2019, 04/01/2019 - 06/30/2019**



- C. **Record and Fiscal Control System:** All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of seven (7) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. **Access to Records:** COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to SUBRECIPIENT were in excess of the amount to which SUBRECIPIENT was entitled, then SUBRECIPIENT shall repay the amount of the excess to COUNTY.

**(Sample of Request for reimbursement form on next page)**

## Exhibit D.1 SUBRECIPIENT REQUEST FOR REIMBURSEMENT

Note: This form derives from the approved budget in your grant Agreement.  
 All expenditures must have adequate supporting documentation.

<b>SUBRECIPIENT</b> _____ <b>Address:</b> _____ <b>Contact Person:</b> _____ <b>Phone Number:</b> _____ <b>E-mail:</b> _____	<b>Grant Number:</b> #19-005 <b>Report Period:</b> _____ <b>Contract #:</b> _____ <b>Federal Award #:</b> _____ <b>CFDA(s):</b> _____
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Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Funds Requested</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Clackamas County and the Federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

**CERTIFICATION**

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

**Prepared by:** \_\_\_\_\_  
**Authorized Signer:** \_\_\_\_\_  
**Signer:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Department Review**

**Project Officer Name:** \_\_\_\_\_  
**Department:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT E**  
**MONTHLY AND FINAL PERFORMANCE REPORT**

<b>PROJECT NAME: HIV Testing and Counseling</b>	<b>AGREEMENT #19-005</b>
<b>SUBRECIPIENT: Cascade AIDS Project</b>	

OHA will send the HIV Prevention Program Workbook to CAP and CCPHD. CAP will complete the workbook and send to CCPHD 10 days prior to the OHA due date (30 DAYS AFTER QUARTER END)

**Reporting Periods:**

**07/01/2018 - 09/30/2018, 10/31/2018 - 12/31/2018, 01/01/2019 - 03/31/2019, 04/01/2019 - 06/30/2019**

**CLACKAMAS COUNTY AND CASCADE AIDS PROJECT SUBRECIPIENT AGREEMENT  
EXHIBIT F: FINAL FINANCIAL REPORT**

<b>Project Name: HIV Testing and Counseling</b>	<b>Agreement #: 19-005</b>
<b>Federal Award #: #154103</b>	<b>Date of Submission: XX/XX/XX</b>
<b>SUBRECIPIENT: Cascade AIDS Project</b>	
<b>Has SUBRECIPIENT submitted all requests for reimbursement? Y/N</b>	
<b>Has SUBRECIPIENT met all programmatic closeout requirements? Y/N</b>	

**Final Financial Report**

Report of Funds received, expended, and reported as match (if applicable) under this agreement

<b>Total Federal Funds authorized on this agreement:</b>	
<b>Year-to-Date Federal Funds requested for reimbursement on this agreement:</b>	
<b>Total Federal Funds received on this agreement:</b>	
<b>Balance of unexpended Federal Funds (Line 1 minus Line 3):</b>	

*By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

SUBRECIPIENT's Certifying Official (printed): \_\_\_\_\_

SUBRECIPIENT's Certifying Official (signature): \_\_\_\_\_

SUBRECIPIENT's Certifying Official's title: \_\_\_\_\_

**CLACKAMAS COUNTY AND CASCADE AIDS PROJECT SUBRECIPIENT GRANT AGREEMENT  
 EXHIBIT G: RESIDUAL SUPPLIES INVENTORY**

<b>Project Name:</b> HIV TESTING AND COUNSELING	<b>Agreement #:</b> 19-005
<b>Federal Award:</b> #154103	<b>Date of Submission:</b> XX/XX/XX
<b>SUBRECIPIENT: CASCADE AIDS PROJECT</b>	
<b>Is this program continuing beyond the expiration of this agreement?: Y/N</b>	
<b>If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N</b> <b>(If yes, identify all such supplies below by marking it with a highlighter)</b> <b>OR</b> <b>Does the subrecipient request the use of the supplies on</b> <b>other federally-supported activities? Y/N</b> <b>If subrecipient does not request continued use of items of equipment, the federal agency will issue</b> <b>disposition instructions. Other agency-specific requirements may apply.</b>	

**Residual Supplies Inventory**

Items of Supplies with an Aggregate, Current Fair Market Value of  
 \$5,000 or more and purchased with Federal Grant Funds

*Attach more sheets if necessary*

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

SUBRECIPIENT's Certifying Official (printed): \_\_\_\_\_

SUBRECIPIENT's Certifying Official (signature): \_\_\_\_\_

SUBRECIPIENT's Certifying Official's title: \_\_\_\_\_

SUBRECIPIENT's Certifying Official's telephone: \_\_\_\_\_

**EXHIBIT H**  
**Parking Policy for CAP Employees**

*Excerpt from Cascade AIDS Project's Personnel Manual*

**1.16 - Parking**

You are strongly encouraged to utilize the mass transit system that is available in our area. CAP normally does not provide parking spaces or parking subsidies to CAP employees.

However, if the needs or requirements of your job on a particular day necessitate driving to work rather than the use of public transportation, reimbursement for parking expenses may be provided.

*HIV Testing and Reimbursement for Parking*

CAP staff that test offsite from CAP's main office fall under the provision of "requirement of your job on particular day necessitate driving to work". Our HIV testing policies and procedures require that staff gather testing supplies from the office before going to an outreach site and to return the materials at the end of the testing event. This includes confidential health information of our clients, as well as supplies and blood samples that must be kept in a temperature regulated environment.

CAP does not provide parking reimbursement to staff that will only be at CAP's main office (or any other office) for the entirety of their work day.