

June 6, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #18 for the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #18 Increases PE46-01 RH Community Participation & Assurance of Access - (April - June)
Dollar Amount and Fiscal Impact	Amendment #18 increases this Agreement by \$10883. for a new Contract maximum value of \$6,561,546.
Funding Source	State of Oregon, Oregon Health Authority. No County General Funds are involved.
Previous Board Action	The Board previously reviewed and approved this agreement on October 26, 2017 Agenda item 102617-A6, June 22, 2017, Agenda item 062217-A3 and October 5, 2017, Agenda item 100517-A2, April 12, 2018 Agenda item 041218-A2, June 7, 2018, Agenda item 060718-A11, June 14, 2018, Agenda item 061418-A3, September 27, 2018 , 092718-A5, November 8, 2018, Agenda item 110818- A-1, November 29, 2018 – Agenda Item 112918-A1, January 24, 2019 – Agenda Item 012419-A-2, April 25, 2019 – Agenda Item 041519-A3
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, health and secure communities
Counsel Review	County Counsel has reviewed and approved this document on May 16, 2019
Contract No.	8327-18

BACKGROUND:

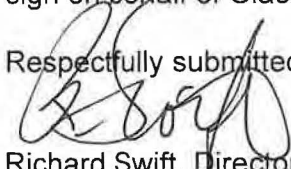
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #18 for the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #18 increases this Agreement by \$10,883. for a new Contract maximum value of \$6,561,546.00.

This Amendment is effective upon signature and continues through June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Agreement #154103



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

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

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

RECITALS

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

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

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

AGREEMENT

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

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

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

9. Signatures.

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

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by D. Kevin Carlson, Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on August 16, 2018, copy of email approval in Agreement file.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

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

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

State of Oregon Oregon Health Authority Public Health Division				Page 1 of 3
1) Grantee Name: Clackamas County		2) Issue Date April 10, 2019	This Action AMENDMENT FY 2019	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE01	State Support for Public Health	486,823	0	486,823
PE03	Tuberculosis Case Management	0		0
PE07	HIV Prevention Services	130,555		130,555
PE12	Public Health Emergency Preparedness and Response (PHEP)	184,568		184,568
PE13	Tobacco Prevention and Education Program (TPEP)	227,587		227,587
PE13-02	Tobacco Prevention and Education (TPEP) - SPArC	299,211		299,211
PE27-02	PDOP - Opioid State Targeted Response (OSTR)	79,583		79,583
PE40-01	WIC NSA: July - September	200,074		200,074
PE40-02	WIC NSA: October - June	600,221		600,221
PE40-03	BFPC: July - September	17,353		17,353
PE40-04	BFPC: October - June	52,058		52,058
PE40-05	Farmer's Market	3,769		3,769
PE42-01	MCAH Title V CAH (FY18-19)	36,671		36,671
PE42-02	MCAH Title V Flexible Funds (FY18-19)	85,564		85,564
PE42-03	MCAH Perinatal General Funds & Title XIX	11,490		11,490
PE42-04	MCAH Babies First! General Funds	36,708		36,708
PE42-05	MCAH Oregon Mothers Care Title V (FY18-19)	8,834		8,834
PE42-06	MCAH General Funds & Title XIX	21,556		21,556

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
1) Grantee Name: Clackamas County		2) Issue Date April 10, 2019		This Action AMENDMENT FY 2019
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2018 Through June 30, 2019		
4) OHA Public Health Funds Approved				
Program		Award Balance	Increase/ (Decrease)	New Award Bal
PE43	Public Health Practice (PHP) - Immunization Services (Vendors)	91,961		91,961
PE44-01	SBHC Base	351,600		351,600
PE44-02	SBHC - Mental Health Expansion	344,884		344,884
PE46	RH Community Participation & Assurance of Access	34,947		34,947
PE46-01	RH Community Participation & Assurance of Access - (April-June)	0	10,883	10,883
PE50	Safe Drinking Water (SDW) Program (Vendors)	147,475		147,475
5) Foot Notes:		3,453,492	10,883	3,464,375
PE03	1	Tuberculosis funding has been changed to a fee for service model.		
PE12	1	02/2019 Footnote: Funding being added to all LPHAs for the purpose of sending staff to Oregon Prepared Workshop in March, 2019 and OR-EPI in April 2019.		
PE13-02	1	The LPHA award amount is designated for the agency-approved SPArC work plan on file with OHA. The performance period is Aug. 1, 2018 - June 30, 2019. A separate expenditure report for this funding is required for SPArC work done under Project Element 13.		
PE40-01	1	Award for July - September should be spent by 9/30/18		
PE40-02	1	Award for October - June should be spent by 6/30/19		
PE40-03	1	Award for July - September to be spent by 9/30/18		
PE40-04	1	Award October - June to be spent by 6/30/19		
PE40-05	1	Award is one-time funding to be spent by 11/30/18		
PE42-01	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-01	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 - 9/30/18 must be spent by 9/30/18.		
PE42-02	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-02	2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 - 9/30/18 must be spent by 9/30/18.		
PE42-03	1	Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		
PE42-04	1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).		

State of Oregon Oregon Health Authority Public Health Division		Page 3 of 3
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date April 10, 2019	This Action AMENDMENT FY 2019
		3) Award Period From July 1, 2018 Through June 30, 2019
4) OHA Public Health Funds Approved		
Program	Award Balance	Increase/ (Decrease)
Program		New Award Bal
PE42-05 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE42-05 2	Funds for the MCH Title V programs: Flexible funds, Child & Adolescent Health, and Oregon MothersCare for the period 7/1/18 – 9/30/18 must be spent by 9/30/18.	
PE42-06 1	For all MCH funds: Funds will not be shifted between categories or fund types. The same program may be funded by more than one fund type, however, federal funds may not be used as match for other federal funds (such as Medicaid).	
PE43 1	All Award Must be Spent by the End of June 30, 2019	
PE43 2	Immunization Special Payments is Funded by State General Fund and Matched dollar for Dollar with Federal Medicaid Match.	
PE46-01 1	Award period is April 1, 2019 through June 30, 2019. Fund must be expended by June 30, 2019	
6) Comments:		
PE03	\$3,248 must be spent by 12/31/18	
PE07	\$40,282 must be spent by 12/31/18	
PE12	Operation OX: MCM Mini Grant Award \$4,999	
PE27-02	\$79,583 in FY19 is balance of OSTR Year 2 Funding available 7/1/18-4/30/19 only.	
PE40-01	Nutrition Ed of \$40,015 & BF of \$7,314 to be spent by 9/30/18	
PE40-02	Nutrition Ed of \$120,044, BF of \$21,942 to be spent by 6/30/19	
PE42-01	\$9,168 must be spent from 7/1/18 to 9/30/18. \$27,503 must be spent from 10/1/18 to 6/30/19.	
PE42-02	\$21,391 must be spent from 7/1/18 to 9/30/18. \$64,173 must be spent from 10/1/18 to 6/30/19.	
PE42-05	\$2,208 must be spent from 7/1/18 to 9/30/18. \$6,626 must be spent from 10/1/18 to 6/30/19.	
PE44-01	Nov-2018 Certification of Rex Putnam SBHC	
PE44-01	PE44-01 Additional Funding Award 03-2019	
PE44-02	Dec 2018 PE44-02 \$46,500 is Roll over of unspent FY18 award	
PE44-02	2/2019 Reduction of -\$38,316 is correction to previous \$46,500 rollover of unspent SFY18 funding	
PE46	\$5,038 for period 7/1/18 to 8/31/18. Remaining award for 9/1/18 to 3/31/19	
PE50	\$13,273 must be spent from 7/1/18 to 9/30/18. \$39,818 must be spent from 10/1/18 to 6/30/19. (for portion of award with federal funding source CFDA 66.432)	
PE50	2/15/19: Remove prior comments regarding funding limitations and dates.	
7) Capital outlay Requested in this Action:		
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.		
PROGRAM	ITEM DESCRIPTION	COST
PROG APPROV		

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

PE46-01: RH Community Participation & Assurance of Access (April - June 2019)

Funding Information Table

Federal Award Identification Number (FAIN):	1 FHPA006442-01-00
Federal Award Date:	4/1/2019
Performance Period:	4/1/19 - 3/31/20
Federal Awarding Agency:	DHHS/OPA
CFDA Number:	93.217
CFDA Name:	Family Planning Services
Total Federal Award:	\$3,100,000
Project Description:	Oregon Reproductive
Awarding Official:	Mr. Reyna Jesus
Indirect Cost Rate:	17.15%
Research and Development (Y/N):	No

PCA: 52822

INDEX: 50333

Agency/Contractor	DUNS	Amount
Clackamas	96992656	\$10,883

June 6, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement with Washington County, for Public Health Modernization within the Communicable Disease Program

Purpose/Outcomes	These funds will be used to support the development of regional public health approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.
Dollar Amount and Fiscal Impact	Amendment #1 adds \$15,000 and brings the contract maximum value to \$200,795.
Funding Source	Washington County pass through funds from the Oregon Health Authority. No County General Funds are involved.
Duration	Effective May 6, 2019 and terminates on June 30, 2019
Previous Board Action	Board previously ruled on this item on January 18, 2018 Agenda Item 011818-A13
Strategic Plan Alignment	1. Efficient and effective Services 2. Build a strong infrastructure
Counsel Review	County Counsel has reviewed and approved this document on May 20, 2019
Contact Person	Richard Swift, H3S , 503-650-5694
Contract No.	8641-01

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #1 to the Intergovernmental Agreement with Washington County. CCPHD is partnering with Washington County to create an interdisciplinary regional CD team (ICD) with a focus on increasing and enhancing surveillance and community reporting activities, preparing for emerging diseases, creating surge capacity, increasing engagement with community partners on prevention activities and efforts to achieve health equity and identifying need and opportunity for quality improvement.

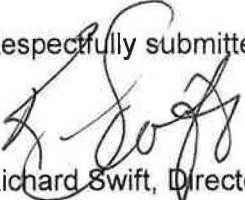
These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals. Such as, developing regional approaches of identifying, responding to, and preventing the transmission of communicable disease with an emphasis on reducing communicable disease related health disparities.

Amendment #1 adds \$15,000 and brings the contract maximum value to \$200,795. The effective date is May 6, 2019 and will expire on June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a horizontal line.

Richard Swift, Director
Health, Housing, and Human Services

CONTRACT AMENDMENT NO. 1

This amendment is made and entered into by and between, Clackamas County (Contractor") and Washington County, a political subdivision of the State of Oregon ("County").

This amendment modifies that certain contract between the parties, the original contract number being BCC18-0102.

The contract is amended as follows:

The agreement is increased in the amount of \$15,000 for a new total not to exceed amount of \$200,795 through June 30, 2019.

Attachment A is replaced in entirety by the attached.

Effective Date of Amendment: May 6, 2019, or upon final signature, whichever is later.

All other terms and conditions of the original contract shall remain in full force and effect.

CONTRACTOR:

Signature

Printed Name

Date

Title

Telephone Number

Email

WASHINGTON COUNTY:

Signature

Printed Name

Date

Title

Attachment A
Public Health Modernization
Statement of Work and Payment Terms 2018-2019

Purpose: Public Health Modernization Funding is awarded to the tri-county area of Clackamas, Multnomah and Washington Counties for the purpose of developing regional approaches for identifying, responding to and preventing the transmission of communicable disease with an emphasis on reducing communicable disease-related health disparities. These funds will be used to support the development of regional public health infrastructure and new partnerships that are essential for meeting regional goals.

Background:

The tri-county area submitted a regional PH modernization grant proposal that was funded for the period of December 1 2017 through June 30 2019. The shared vision for this funding was to create an interdisciplinary regional CD team (ICD) with a focus on increasing and enhancing surveillance and community reporting activities, preparing for emerging diseases, creating surge capacity, increasing engagement with community partners on prevention activities and efforts to achieve health equity and identifying need and opportunity for quality improvement.

Program Element Deliverables:

Funds provided under this agreement for this Program Element may only be used in accordance with and subject to the requirements and limitations set forth in Program Element #51 to deliver Public Health Modernization : Regional Partnership Implementation.

1. **Establish a regional partnership of local public health authorities and other stakeholders.**
Develop and sustain Regional Infrastructure through a Regional Partnership of LPHAs and other stakeholders.
2. **Implement regional strategies to control communicable disease and reduce health disparities.**
Implement regional strategies to control communicable disease within the region. Place emphasis on reducing communicable disease-related disparities.
3. **Demonstrate new approaches for providing public health services.** Participate in learning communities and ongoing evaluation. Share emerging practices and demonstrate how these practices can be applied across the public health system.

All parties to this IGA are jointly responsible to achieve the required program element deliverables which include:

- Creation and implementation of a policy or agreement describing the regional relationship between participating LPHAs and strategic partners by March 3, 2018.
- Organizational chart for regional partnership by March 31, 2018.
- Regional health equity assessment and action plan by December 31, 2018.

- At least two additional products such as regional policies, data sharing agreements, communication materials by June 30, 2019.

Additionally all parties to this IGA are jointly responsible to assist in reporting requirements including:

- Final regional work plan for implementing strategies for communicable disease control and reducing health disparities four weeks after initial funding is received.
- Submission of quarterly progress reports on progress towards work plan activities, deliverables and milestones using the timeline and format prescribed by OHA.

General Requirements:

All parties of this agreement will ensure their counties' participation to:

- Implement local and regional strategies for communicable disease activities with an emphasis on reducing CD related health disparities as described in the work plan.
- Use funds in accordance with the regional program budget approved by OHA. Modification to the regional program budget of 10% or more for any line item may only be made with OHA approval.
- Develop regional infrastructure and regional partnerships to achieve work plan activities.
- Develop and participate in a performance management system established to monitor achievement of work plan activities, deliverables and milestones.
- Participate in quarterly calls with OHA.
- Participate in in-person and remote collaborative learning opportunities.
- Participate in evaluation in the manner prescribed by OHA.
- Share information about regional partnership strategies for communicable disease control and reducing health disparities.

General Budget and Expense Reporting:

Washington County agrees to pay Clackamas County, a maximum of \$200,795 between December 1 2017 and June 30 2019. All contract payments are subject to availability of funds from OHA.

Funding Source: State General Funds State IGA 154132 Account: 100.703010.7030072
--

Contractor must submit an invoice to request reimbursement for true and verifiable expenses on a monthly or at minimum quarterly basis no later than the 15th of the month following the end of each fiscal year quarter. Supporting documentation from accounting software should be submitted along with any invoice and should tie to the amount being requesting to be paid.

A cover document on contractor letterhead should also be included with invoices and include the following; 1) attestation statement that the invoice is a true and accurate account of efforts (hours) and expenses 2) printed name of individual certifying the invoice 3) signature of individual certifying the invoice.

Invoices should be e-mailed or mailed to:

Amy Manchester Harris

Washington County

Health and Human Services, Public Health Division

155 North First Avenue, MS4

Hillsboro, Or 97124

Amy_Manchester_Harris@co.washington.or.us

503-846-3640

Work Plan: Attachment

COPY

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with
Canby Adult Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Canby Adult Center to provide Older American Act (OAA) funded services for persons in the Canby area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$181,000. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 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.
County Council	Agreement approved by County Council on 5/9/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9269; Subrecipient #20-001

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Canby Adult Center to provide Older American Act (OAA) funded services for qualified persons living in the Canby Adult Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Canby Adult Center showed an interest in providing these services in the Canby area, so an

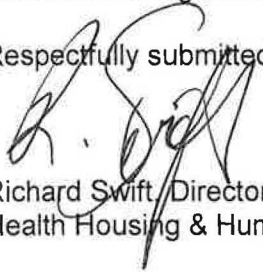
Intergovernmental subrecipient agreement with the Canby Adult Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on May 9, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the typed name and title.

Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-001**

This Agreement is between Clackamas County (COUNTY), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and Canby Adult Center (SUBRECIPIENT), an Oregon Nonprofit Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Center Director	Program Representative: Center Director
Kathy Robinson P.O. Box 10, 1250 S. Ivy Canby, RO 97013 503-266-2970 cacdir@canby.com	Same
DUNS: 10-968-7413	FEIN: 93-0943494

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement 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, 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, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$181,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

 - a. Grant Funds.** COUNTY's funding of **\$140,257** in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

b. **Other Funds.** COUNTY's funding of **\$24,898** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet and the State of Oregon; COUNTY's funding of **\$8,320** for evidence-based health & wellness promotion programming outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation and **\$625** for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

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 effective 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 it has received an award sufficient to fund this Agreement. 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. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - 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 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 SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed

Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.

- i. 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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (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 <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. 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 <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. 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/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. 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.

- q. 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 200.330-331. 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.
- r. 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 six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- s. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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 Clackamas County, as grantee, under those grant documents.
- t. 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 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 contract and all associated amendments.

10. Compliance with Applicable Laws

Canby Adult Center

Subrecipient Grant Agreement #20-001

Page 6 of 55

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **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. 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 the COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **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 (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A195 and 181A200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the

Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

h. Human Trafficking. In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

i. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

12. 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.

13. 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.

- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. **Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **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.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **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 onto the policy.

- v. **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.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **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.
 - viii. **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.
 - ix. **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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Canby Adult Center

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

By: *Kathy Robinson*
Kathy Robinson, Center Director

Signing on Behalf of the Board:

Dated: May 14 2019

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

Dated: _____

Approved to Form:

By: _____
County Counsel

Dated: _____

COPY

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of an Intergovernmental Subrecipient Agreement with
Friends of the Estacada Community Center to Provide Social
Services for Clackamas County Residents**

Purpose/Outcomes	Subrecipient Agreement with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada/Eagle Creek area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$62,450. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 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.
County Council	Agreement approved by County Council on 5/8/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9297; Subrecipient #20-002

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Estacada Community Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than Friends of the Estacada Community Center showed an interest in providing these services in the Estacada/Eagle Creek area, so a

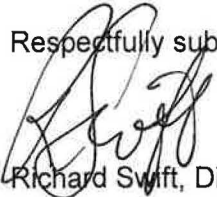
Subrecipient agreement with the Friends of the Estacada Community Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved and signed by County Council on May 8, 2019, via email.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", is written over the typed name below.

Richard Swift, Director
Health Housing & Human Service

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-002**

This Agreement is between **Clackamas County** (COUNTY), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and
Friends of the Estacada Community Center, Inc. (SUBRECIPIENT),
an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Valerie Renteria	Program Representative: Christina Richartz
Estacada Community Center - Board Chair 200 SW Clubhouse Dr., P. O. Box 430 Estacada, OR 97023 503-630-7454 valerie.communitycenter@gmail.com	Estacada Community Center – Ctr. Mgr. 200 SW Clubhouse Dr., P. O. Box 430 Estacada, OR 97023 503-630-7454 christina.communitycenter@gmail.com
DUNS: 96-356-4542	FEIN: 93-1183339

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement 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, 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, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$62,450**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

 - a. Grant Funds.** COUNTY's funding of **\$37,218** in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of **\$12,452** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of **\$3,900** for evidence-based health & wellness promotion programming outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation. The **\$6,480** in Medicaid funds for Medicaid Home Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.
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 effective 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 it has received an award sufficient to fund this Agreement. 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. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the OAA.
- 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 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 SUBRECIPIENT.
- e. Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205.
Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed

Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.

- l. Specific Conditions.** COUNTY requests that SUBRECIPIENT provide, on a monthly basis, year-to-date profit and loss statements for the organization as a whole for the duration of this Agreement.
- 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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- n. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“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 <https://www.sam.gov>.
- o. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. 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 <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- p. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- 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/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. 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 200.330-331. 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 six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- t. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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 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 contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **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. 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.
- d. **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 (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181.A.195 and 181.A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended (“ADA”), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i.** Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii.** Procure a commercial sex act during the period of time the award is in effect; or
 - iii.** Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i. Confidentiality of Client Information.**
 - i.** All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii.** The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii.** DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

12. 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.

13. 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.

- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. **Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **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.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **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 onto the policy.

- v. **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.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **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.
 - viii. **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.
 - ix. **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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

(signature page follows)

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

CLACKAMAS COUNTY

Friends of the Estacada Community Center

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

By: Valerie Renteria
Valerie Renteria, Board Chair

Signing on Behalf of the Board:

Dated: 5-23-2019

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

Approved as to Content:
By: Christina Richartz
Christina Richartz, General Manager

Dated: _____

Dated: 5/23/19

Approved to Form:

By: Approved by J. Munns 5/8/19 via email
County Counsel

COPY

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City
of Oregon City/Pioneer Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Oregon City/Pioneer Center to provide Older American Act (OAA) funded services for persons in the Oregon City/West Linn area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$113,665. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 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.
County Council	Agreement approved by County Council on 4/30/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9270; Subrecipient #20-008

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Oregon City/Pioneer Center to provide Older American Act (OAA) funded services for qualified persons living in the Oregon City/West Linn area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Oregon City/Pioneer Center showed an interest in providing these services in the Oregon City/West Linn area, so an

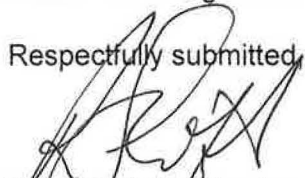
Intergovernmental subrecipient agreement with the City of Oregon City/Pioneer Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on April 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-008**

This Agreement is between Clackamas County (COUNTY), Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and City of Oregon City (SUBRECIPIENT) by and for its Pioneer Community Center, a Municipal Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Mireya McIlveen	Program Representative: Kathy Wiseman
Mireya McIlveen, Deputy Finance Director 625 Center Str., P.O. Box 3040 Oregon City, OR 97045 503-657-0891 mmcilveen@orcify.org	Kathy Wiseman, Center Supervisor 615 Fifth Street Oregon City, OR 97045 503-657-8287 kwiseman@orcify.org
FEIN: 93-6002230	DUNS: 00-246-1366

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement 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 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, 2019 and not later than June 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is \$113,665. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

 - a. Grant Funds.** COUNTY's funding of \$40,825 in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services and Supports Unit; and \$6,000 from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
 - b. Other Funds.** COUNTY's funding of \$39,783 for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. COUNTY's funding of \$650 for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human

Services, Community Services & Supports Unit; Special Program Allocation \$24,332 in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities and \$2,075 for Low Income Home Energy Assistance application assistance outlined in this Agreement are from HEAT Oregon, an Oregon nonprofit organization.

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 effective 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 it has received an award sufficient to fund this Agreement. 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. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - 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 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 SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **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 (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and

conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.

- m. **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (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>.
- n. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. 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 E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. **Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. **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/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. 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.

- q. **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 200.330-331. 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.
- r. **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 six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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 Clackamas County, as grantee, under those grant documents.
- t. **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 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 contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **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. 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 the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d. **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.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.

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

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

i. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

12. 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.

13. 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.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this contract
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- i. **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, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. Required for State of Oregon for OAA-funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **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.
 - (a) Required for State of Oregon for OAA-funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for OAA-funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.

- (b) Required for Ride Connection/Tri-Met Transportation Funding** – the insurance shall:
- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. 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 onto the policy.
- v. 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.
- vi. Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. 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.
- viii. 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.
- ix. 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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

(signature page follows)

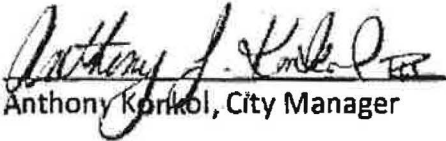
SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

City of Oregon City - Pioneer Community Center

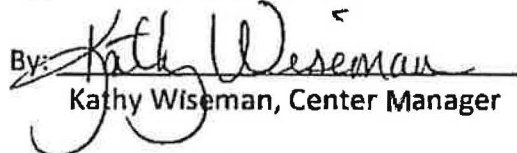
Commissioner: Jim Bernard, Chair
Commissioner: Sonya Fischer
Commissioner: Ken Humbertson
Commissioner: Paul Savas
Commissioner: Martha Schrader

By: 
Anthony Korkol, City Manager

Signing on Behalf of the Board:

Dated: 5-2-19


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

Approved as to Content:
By: 
Kathy Wiseman, Center Manager

Dated: _____

Dated: 5-1-19

Approved to Form:

By: 
County Counsel

Dated: 4/30/19

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City
of Wilsonville/Wilsonville Community Center to Provide Social
Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City/West Linn area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$68,791. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services, Oregon Housing & Community Resources; and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA), State Special Program Allocation funds, Ride Connection pass-through STF funds, and LIHEAP funds- no County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 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.
County Council	Agreement approved by County Council on 4/30/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9271; Subrecipient #20-011

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Wilsonville area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

In the December 2015 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for four additional years. No agency other than City of Wilsonville/Wilsonville Community Center showed an interest in providing these services in the Wilsonville area, so an

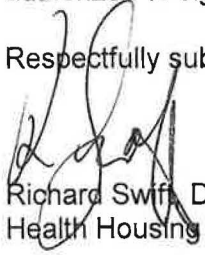
Intergovernmental subrecipient agreement with the City of Wilsonville/Wilsonville Community Center was negotiated. This is the fourth agreement under this RFP.

This agreement is effective July 1, 2019 and terminates on June 30, 2020. This agreement has been approved signed by County Council on April 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Richard Swift', is written over the typed name and title.

Richard Swift, Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 20-011**

This Agreement is between Clackamas County (COUNTY), Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and City of Wilsonville by and for its Wilsonville Community Center (SUBRECIPIENT), an Oregon Municipality.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Keith Katko	Program Representative: Brian Stevenson
Finance Operations Mgr, City of Wilsonville 29799 SW Town Center Loop E Wilsonville, OR 97070 503-570-1516 katko@ci.wilsonville.or.us	Interim Recreation Program Manager, Wilsonville Community Center 30000 SW Town Center Loop E Wilsonville, OR 97070 503-682-3727 stevenson@ci.wilsonville.or.us
FEIN: 93-0580494	DUNS: 00-825-3827

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement 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 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, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services 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 including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$68,791**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 4 – Reporting Requirements and Exhibit 5 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.

 - a. Grant Funds.** COUNTY's funding of **\$65,151** in grant funds for this Agreement is OAA Funds (CFDA: 93.043, 93.044, 93.045, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. Other Funds.** COUNTY's funding of **\$3,640** for Evidence-based Health & Wellness Program programs outlined in this agreement are from State of Oregon, Department of Human Services, Community Services & Supports Unit; Special Program Allocation.

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 effective 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 it has received an award sufficient to fund this Agreement. 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. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - 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 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 SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 5 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 5 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 4 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 4 – Reporting Requirements.
- l. **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 (Exhibit 4 – Reporting Requirements), performance, and other reports as required by the terms

and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.

- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (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 <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. 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 <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 6: Lobbying and Litigation) 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, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. 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/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. 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.

- q. **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 200.330-331. 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.
- r. **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 six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, 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 Clackamas County, as grantee, under those grant documents.
- t. **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 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 contract and all associated amendments.

10. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 2 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.

- c. **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. 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 the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **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.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181.A.195 and 181.A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Criminal Records Information Management System ("CRIMS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

i. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

11. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 3 – Subrecipient Standards Terms and Conditions.

12. 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.

13. 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:
 - i. **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,

commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- ii. **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.
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
- iv. **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 onto the policy.
- v. **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.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **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.
- viii. **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.

- ix. **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. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose, Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Subrecipient Information

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

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

Dated: _____

Approved to Form:

By: _____
County Counsel

Dated: _____

City of Wilsonville

Wilsonville Community Center

By: _____
Bryan Cosgrove, City Manager

Dated: _____

Approved as to Content:

By: _____
Brian Stevenson, Recreation Program Manager

Dated: _____

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Service Agreement with Rite Aid Headquarters Corporation,
partnering with Clackamas County Health Centers Division
in participation with 340B Pharmacy Services Agreement

Purpose/Outcomes	The intent of the Service Agreement is to facilitate Clackamas County Health Centers Division (CCHCD) participation in the 340B drug program.
Dollar Amount and Fiscal Impact	The Agreement has no maximum value as it will generate revenue for Clackamas County's Federally Qualified Health Center (FQHC). This will enter CCHCD and Rite Aid into a "ship to/bill to" arrangement wherein Rite Aid will dispense prescription drugs on behalf of CCHCD and then charge and collect fees for such drugs.
Funding Source	No County General Funds are involved. This is revenue generating through the 340B Drug Program.
Duration	Effective upon signature and terminates with the Third Party Drug Administrator Agreement (RxStrategies, 6/30/23).
Previous Board Action	There has been no previous board action on this item.
Strategic Plan Alignment	1. Provide patient-centered health center services to vulnerable populations so they can experience improved health. 2. Ensure safe, health and secure communities
Counsel Review	County Counsel has reviewed and approved this document. It was approved on May 13, 2019.
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	9188 & 9188_01

BACKGROUND:

The Clackamas County Health Centers Division (CCHCD) requests the approval of a Service Agreement and Amendment #1 for the implementation of a Pharmacy Service Agreement through the Third Party Administrator (TPA) of the 340B Program managed by CCHCD. The TPA is NEC Network (dba CaptureRx) and the TPA manages the prescription drug virtual inventory of various pharmacies utilized by CCHCD. This agreement reflects the TPA implementation of Rite Aid pharmacy services and their locations. Participation in the 340B Drug Program allows the purchase of prescription drugs for CCHCD patients at favorable discounts from drug manufacturers. Selection of

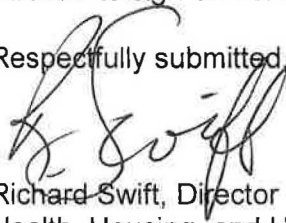
NEC Networks was done through a Policy Session with Procurement presented as a Special Class on April 23, 2019.

This Agreement is effective upon signature and continues through June 30, 2023, (termination of the Third Party Administrator Agreement, CaptureRx).

RECOMMENDATION:

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

Respectfully submitted,

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

Richard Swift, Director
Health, Housing, and Human Services

#9188

340B PHARMACY SERVICES AGREEMENT

This 340B Pharmacy Services Agreement (the "Agreement"), by and between
CLACKAMAS, COUNTY OF

("Covered Entity") and Rite Aid Hdqtrs. Corp. ("Pharmacy"), who individually each may be referred to as "Party" or collectively as "Parties" is made and entered into on _____, ____ ("Effective Date").

Whereas, Covered Entity participates in a federal drug discount program established under section 340B of the Public Health Service Act, being 42 U.S.C. §201 et seq.;

Whereas, Covered Entity desires to engage the services of a contract pharmacy, as permitted under 75 Fed. Reg. 10272 (March 5, 2010) ("Contract Pharmacy Services"), to serve patients eligible to receive 340B-discounted drugs ("Covered Entity Patients") at Covered Entity sites listed in **Exhibit A**;

Whereas, Pharmacy is authorized and willing to provide the Contract Pharmacy Services to Covered Entity Patients at the Pharmacy sites identified in **Exhibit B**;

NOW, THEREFORE, in consideration of the covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Parties agree as follows:

1. Definitions. The following definitions shall apply to this Agreement.

- 1.1. **"340B Drug"** is hereby defined as any drug purchased through the 340B Program based on its qualification as a covered outpatient drug as defined in accordance with applicable laws and guidance at 42 U.S.C. § 256b(b), 42 U.S.C. § 1396r-8(k), and 59 Fed. Reg. 25,110 (May 13, 1994).
- 1.2. **"340B Program"** is hereby defined as part of the 1992 Veteran's Health Care Act, which created Section 340B of the Public Health Services Act, allowing certain "Covered Entities" to purchase outpatient prescription drugs for their patients at favorable discounts from drug manufacturers who enter into drug purchasing agreements with the United States Department of Health and Human Services.
- 1.3. **"340B Program Administrator"** is a vendor that is contracted with the Covered Entity to coordinate, manage and facilitate certain obligations on behalf of the Covered Entity.
- 1.4. **"Agreement"** is hereby defined as the 340B Pharmacy Services Agreement, and accompanying exhibits, as well as any amendments, entered into by the Parties.
- 1.5. **"Brand Drug"** is hereby defined as a drug where the multi-source indicator in Medi-Span contains an "M" (multi-source brand), an "N" (single-source brand), an "O" (originator brand) that is not dispensed as a Generic Drug, or if the multi-source indicator of a Brand Drug is "O".
- 1.6. **"Covered Entity"** is hereby defined as an entity that has registered with the OPA and has been assigned a 340B ID, and who is eligible to participate in a pharmacy program as identified in the Agreement, and which has contracted for Contract Pharmacy Services provided by Pharmacy under this Agreement. Covered Entity shall include all Entities registered on the OPA as child sites of said parent site. The Covered Entity(ies) are listed in Exhibit A.

- 1.7. **"Department"** is hereby defined as the Department of Health and Human Services.
- 1.8. **"Generic Drug"** is hereby defined as a drug where the multi-source indicator in Medi-Span contains a "Y" (generic) or has a code of "M" (multi-source brand) and a generic indicator code of "G".
- 1.9. **"HRSA"** is hereby defined as the Health Resources and Services Administration, which is the agency within the Department that oversees activities of the Office of Pharmacy Affairs.
- 1.10. **"Implementation Date"** is hereby defined as the date on which all conditions or requirements have been met by Parties, Pharmacy Designee and 340B Program Administrator to identify and replenish 340B Qualified Claims.
- 1.11. **"NADAC"** is hereby defined as National Average Drug Acquisition Cost as published by the Centers for Medicare & Medicaid Services.
- 1.12. **"Non-340B Drug"** is hereby defined as any drug not purchased through the 340B Program.
- 1.13. **"OPA"** is hereby defined as the Office of Pharmacy Affairs, which is within the Health Resources and Services Administration and which administers the 340B Program.
- 1.14. **"Patient(s)"** is hereby defined as an individual who (i) has established a relationship with a Covered Entity such that Covered Entity maintains a record of care, (ii) receives health care services from a health care provider, (iii) otherwise satisfies the requirements for status as a "patient" as defined at 61 Fed. Reg. 207, pp. 55156 to 55158, or in any guidelines, rules or regulations hereafter published, issued or promulgated in amendment, supplement or replacement thereof, and (iv) has been prescribed a 340B Drug by a health care provider.
- 1.15. **"Pharmacy"** is hereby defined as the legal entity identified in this Agreement. If there is more than one Pharmacy location that shall be utilized by a Covered Entity in order to serve Covered Entity Patients, each Pharmacy site shall be identified in an Exhibit B attached hereto and incorporated herein by reference.
- 1.16. **"Pharmacy Designee"** is hereby defined as the vendor contracted with the Pharmacy to coordinate, manage and facilitate certain obligations on behalf of the Pharmacy.
- 1.17. **"Qualified Claim"** is hereby defined as a prescription for a 340B Drug written by a health care provider, in accordance with the 340B Program, which is dispensed by Pharmacy to a Patient.
- 1.18. **"Reference Price"** shall be the National Average Drug Acquisition Cost minus 3.3% (NADAC - 3.3%), for the applicable drug applied as of the date the drug was captured for consideration as a Qualified Claim. In the event that NADAC is unavailable, WAC - 3.3% shall be used as the Reference Price. Pharmacy shall review the Reference Price on a quarterly basis and reserves the right to adjust the Reference Price by providing thirty (30) calendar days written notice to the Covered Entity.
- 1.19. **"Tracking System"** is a system used by Covered Entity or its program administrator to track claim qualification, dispensing and replenishment of covered drugs as well as collection and distribution of funds between parties.

- 1.20. **“WAC”** shall mean Wholesale Acquisition Cost as published by Medi-Span, First Data Bank or other nationally recognized pricing source.
2. **Essential Compliance Elements.** The Parties agree to comply with the following essential compliance elements specified by HRSA.
- 2.1. **“Ship To, Bill To” Arrangement.** Contractual arrangement between Covered Entity and a drug wholesaler whereby (i) Pharmacy Designee will, on behalf of Covered Entity, order 340B Drugs from such drug wholesalers for delivery directly to Pharmacy locations specified in Exhibit B to replenish drugs previously dispensed to Patients by Pharmacy on behalf of Covered Entity, and (ii) such drug wholesalers will invoice the Covered Entity for the replenished 340B Drugs based on preferential prices under the 340B Program.
- 2.2. **Contract Pharmacy Services.** The Parties agree to provide Contract Pharmacy Services to Covered Entity Patients. The respective responsibilities of the Parties in providing Contract Pharmacy Services are set forth in Section 4 below. Covered Entity has the option of individually contracting for Contract Pharmacy Services with one or more pharmacies of its choice. Covered Entity is not limited to providing Contract Pharmacy Services to any particular location and may choose to provide them at multiple locations and/or “in-house”.
- 2.3. **Freedom of Choice.** Covered Entity shall inform all Covered Entity Patients of his or her freedom to choose a pharmacy provider. Covered Entity’s health care provider will provide the Patient with his or her prescription and the Patient is then free to fill the prescription using the pharmacy provider of his or her choice.
- 2.4. **Reports.** Pharmacy shall rely on Covered Entity’s 340B Administrator for required reports. Pharmacy Designee and 340B Administrator shall make commercially reasonable efforts to exchanged data sufficient to allow 340B Administrator to produce reports consistent with customary business practices.
- 2.5. **Patient Qualification.** Pharmacy shall rely on the Covered Entity’s 340B Administrator for patient qualification. Pharmacy Designee may provide additional validation limited to Medicaid fee for service and Managed Medicaid (based on Pharmacy’s reasonable efforts to identify Managed Medicaid Qualified Claims) exclusion criteria and identifying potential duplicate discounts.
- 2.6. **Prohibition Against Duplicate Discounts.** The Parties agree Medicaid fee for service and Managed Medicaid (based on Pharmacy’s reasonable efforts to identify Managed Medicaid Qualified Claims) prescriptions shall not be included as Qualified Claims, unless the Parties and the State Medicaid program have established an arrangement to prevent duplicate discounts. Any such arrangement shall be in compliance with the current HRSA guidelines.
- 2.7. **Maintaining Compliance.** The Parties will identify the necessary information for the Covered Entity to meet its ongoing obligations of ensuring that the requirements listed herein are being complied with and establish mechanisms to ensure availability of that information for periodic independent audits performed by the Covered Entity.
- 2.8. **Outside Audits.** The Parties understand that they are subject to audits by outside parties (HRSA and participating manufacturers) of records that directly pertain to the Covered Entity’s 340B Program compliance. Pharmacy will assure that all pertinent reimbursement accounts and dispensing records will be accessible and will be made available to Covered Entity, HRSA and

the participating manufacturer in the case of an audit. Such auditable records shall be maintained for a period of time that complies with all applicable federal, state and local requirements.

- 2.9. **Access to Agreement.** Upon written request by HRSÄ to the Covered Entity or Pharmacy, a copy of this Agreement will be provided to the OPA.
3. **Ongoing Responsibility of Covered Entity to Ensure Compliance.** Covered Entity is responsible for ensuring that the process for distribution of 340B Drugs complies with 340B statutory obligations to ensure against the diversion of 340B Drugs and to prevent duplicate discounts.
4. **Implementation Responsibilities.** In addition to the responsibilities described in Sections 2 and 3, the Parties agree to implement the Contract Pharmacy Services established under this Agreement by performing the following tasks.
- 4.1. **Replenishment.** The Parties shall establish and utilize a stock replacement system whereby Pharmacy is entitled to receive replacement Brand Drugs using a Ship To, Bill To Arrangement for the ordering and receipt of 340B Drugs for Qualified Claims that Pharmacy has dispensed to Covered Entity Patients.
- 4.1.1. **Ordering.** Pharmacy's Designee shall place orders for 340B Drugs on behalf of Pharmacy. Pharmacy and Pharmacy Designee will make reasonable efforts to ensure EDI files from the wholesaler designated by Pharmacy are made available to the 340B Administrator. The Pharmacy Designee will provide Covered Entity's 340B Administrator with ordering data to track and monitor 340B Drug orders for accuracy on behalf of Covered Entity. The Covered Entity or its 340B Administrator will be responsible for the set-up of appropriate 340B accounts with the wholesaler designated by the Pharmacy.
- 4.1.2. **Shipment.** Pharmacy Designee shall arrange for shipment of the 340B Drugs directly to Pharmacy.
- 4.1.3. **Receipt of 340B Drugs.** Upon receipt of 340B Drugs, Pharmacy or Pharmacy Designee shall compare all shipments received and, make commercially reasonable efforts within five (5) business days thereof, to report any discrepancies to Covered Entity or its 340B Administrator. Pharmacy shall be deemed to own the replenished 340B Drugs after confirming receipt thereof in accordance with the above procedures.
- 4.1.4. **NDC-by-NDC Replacement.** Drugs dispensed to Covered Entity Patients shall be replenished at the National Drug Code ("NDC") - 11 level.
- 4.1.5. **Selective Replenishment.** Subject to the provisions that follow, Pharmacy shall receive the 340B Dispense Fee specified in Paragraph 4.6.2 for Contract Pharmacy Services provided to Covered Entity Patients for Qualified Claims. In the event the Reference Price minus Pharmacy 340B Dispense Fee is less than or equal to the 340B Drug price, then the 340B Program Administrator may apply a financial filter to exclude that claim as a Qualified Claim. This does not apply to the true-up remediation process described in Paragraph 4.1.6.
- 4.1.6. **Slow Moving, Out of Stock, and Discontinued Drugs.** Pharmacy or Pharmacy Designee will identify all Qualified Claims or portions thereof that do not qualify for 340B Drug replenishment because the quantity dispensed falls short of the NDC - 11

bottle or package size necessary to trigger replenishment with a 340B Drug. The Parties agree to a true-up remediation for any portion of a Qualified Claim that has not been replenished in ninety (90) or more calendar days of being deemed as a Qualified Claim. For Qualified Claims or portions thereof subject to true-up remediation, Covered Entity will no longer seek to replenish and Covered Entity shall pay Pharmacy for all outstanding Qualified Claim amounts at the original Reference Price of the quantity owed as calculated by the Pharmacy Designee. A true-up remediation file containing the claims and value of settled claims will be submitted to 340B Program Administrator for adjustment. Pharmacy shall apply the total true-up remediation amount as a credit to a subsequent amount owed for Qualified Claim(s).

- 4.1.7. **Look Back Period to Qualify Prescription Claims.** Covered Entity will limit re-examination of claims to sixty (60) calendar days unless mutually agreed upon by the Parties. If additional eligibility information has become available to make a previous ineligible claim a Qualified Claim, the claim will be processed as a 340B Qualified Claim.
- 4.2. **Payment Terms.** The Parties agree that 340B Program Administrator shall be responsible for managing the distribution of monies collected from Pharmacy with respect to Qualified Claims.
- 4.2.1. Pharmacy Designee shall invoice Pharmacy on the 1st and 16th of each month the Reference Price minus the Dispense Fee for each Qualified Claim agreed upon by the Parties and set forth in Paragraph 4.6.2.
- 4.2.2. Pharmacy agrees to remit the Reference Price less the Dispense Fee for invoiced Qualified Claims to 340B Program Administrator within thirty-five (35) calendar days of invoice date.
- 4.2.3. 340B Program Administrator shall transfer to Covered Entity payments received from Pharmacy, minus the fees set forth in applicable 340B agreement between 340B Program Administrator and Covered Entity, and the Pharmacy Dispense Fee.
- 4.2.4. 340B Program Administrator, on behalf of the Covered Entity, will provide the above payment and collection functions and provide an accounting of all monies received from Pharmacy and paid to the Covered Entity.
- 4.3. **Reports.** Using 340B Program Administrator's Tracking System, the Parties will have access to regular reports reflecting the billing and collections described above through 340B Program Administrator.
- 4.4. **Recordkeeping.** The Parties agree to maintain auditable records relating to the purchase, dispensing and billing of 340B Drugs for Contract Pharmacy Services described in this Agreement.
- 4.4.1. **Maintenance of Pharmacy Services Records.** The Parties shall maintain all relevant records relating to their services provided under this Agreement, in accordance with applicable federal, state, and local laws and regulations, including but not limited to HIPAA and HITECH. The Parties shall maintain all auditable records for a period of time that complies with all applicable federal, state and local requirements.

- 4.4.2. **Access to Business Records.** Upon ten (10) business days advance written notice by Covered Entity to Pharmacy, Pharmacy shall provide Covered Entity, or its representatives, with commercially reasonable access to Pharmacy's business records relating to Contract Pharmacy Services for 340B Drugs under the Agreement, in response to a HRSA or manufacturer audit of Covered Entity, in order to ensure that Pharmacy is in compliance with applicable 340B regulations, and requirements.
- 4.5. **Other Pharmacy Responsibilities.** Pharmacy shall perform the following tasks and functions in addition to those described above.
- 4.5.1. **Practice of Pharmacy.** Pharmacy agrees to render its services as herein provided in accordance with the rules and regulations of the Board of Pharmacy of the state in which it is located, and all applicable federal and state laws and regulations. The relations between a Covered Entity Patient and Pharmacy shall be subject to the rules, limitations, and privileges of the pharmacy-patient relationship. Pharmacy shall be responsible to said Covered Entity Patient for pharmaceutical advice and service, including the right to refuse to service any individual where such service would violate pharmacy ethics or any pharmacy laws or regulations.
- 4.5.2. **Patient Counseling.** Pharmacy shall provide patient counseling services, medication therapy management services, and other clinical pharmacy services to Covered Entity Patients in accordance with applicable federal, state and local laws and regulations.
- 4.5.3. **Other Duties of the Parties.** In addition to the general duties stated above and the specific duties described elsewhere in this Agreement, the Parties acknowledge that there may be additional duties to be performed and procedures to be followed by each Party, that are required by state and federal laws, that are too numerous to detail in this Agreement. In the event any Party believes there is the need to clarify in more detail any additional duties and/or procedures to be followed by any other Party, the Parties shall negotiate in good faith to execute an appropriate amendment to this Agreement containing such clarification.
- 4.6. **Compensation.** The Parties agree to the following compensation arrangement:
- 4.6.1. For each Qualified Claim, Pharmacy shall reimburse Covered Entity an amount equal to the Reference Price minus the 340B Dispense Fee outlined below.
- 4.6.2. For each Qualified Claim, to include Brand Drugs only, Covered Entity agrees to pay Pharmacy a fee of \$15 + 2% of Reference Price ("Dispense Fee"). Generic drugs and schedule II controlled substance drugs are excluded from the Contract Pharmacy Services.
- 4.6.3. Pharmacy shall deduct its Dispense Fees from Reference Price on Qualified Claims and 340B Program Administrator shall subtract its fees from collections received from Pharmacy for Contract Pharmacy Services provided under this Agreement. If any such collections are less than the amounts due Pharmacy and/or 340B Program Administrator, Pharmacy and/or 340B Program Administrator shall invoice Covered Entity for the difference owed. Covered Entity shall pay any such undisputed invoice within thirty-five (35) calendar days of receipt.
- 4.6.4. The Parties have freely negotiated the payment terms provided herein and neither has offered or received any inducement or other consideration from the other Party for

entering into this Agreement. The compensation paid to Pharmacy is consistent with fair market value in arms-length transactions for their respective services and is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare, Medicaid or a state health care program.

5. **Term and Termination.** The term of this Agreement shall be for three (3) years commencing on the Effective Date, unless sooner terminated as set forth herein and shall automatically renew for subsequent one (1) year terms unless either Party gives the other at least ninety (90) days prior written notice of its intention not to renew prior to the expiration of the then current term. Notwithstanding the forgoing, this Agreement may be terminated early under the following provisions:
 - 5.1. Either Party may terminate this Agreement immediately upon written notice to the other Party of any material breach of the terms of this Agreement, which is not cured to the reasonable satisfaction of the non-breaching Party within thirty (30) calendar days.
 - 5.2. Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) calendar days' prior written notice.
 - 5.3. The Parties may terminate this Agreement immediately by mutual consent.
 - 5.4. This agreement shall terminate on the date a Covered Entity loses eligibility status as a 340B Covered Entity. In that event, Covered Entity shall immediately remediate any outstanding balance within thirty (30) calendar days of receipt of a final invoice.
 - 5.5. Upon termination or expiration of this Agreement, Covered Entity is entitled to receive copies of files or other materials related to Covered Entity Patients required for audit purposes and not previously provided to Covered Entity, which may be in Pharmacy Designee's or 340B Program Administrator's possession or under Pharmacy Designee's or 340B Program Administrator's control.
 - 5.6. Upon termination of this Agreement, the Parties shall in good faith conduct a reconciliation all 340B Drugs that have not yet been replenished or remediated within thirty (30) days of the effective date of termination. Covered Entity shall pay Pharmacy for all outstanding Qualified Claim amounts at the original Reference Price of the quantity owed as calculated by the Pharmacy Designee. A final reconciliation file containing the Qualified Claims and value of amount owed will be submitted to 340B Program administrator for payment. Each Party will reimburse the other Party any amounts due upon termination of this Agreement within thirty (30) calendar days of receipt of the reconciliation amount due. Termination will have no effect upon the rights or obligations of the Parties arising out of any transactions occurring prior to the effective date of such termination.
6. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflict-of-laws principles.
7. **Force Majeure.** Each Party's delay in, or failure of, performance under this Agreement shall be excused where such delay or failure is caused by an act of nature, fire or other catastrophe, electrical, computer, software, transmissions, communications or mechanical failure, work stoppage, or delays or failure to act of any carrier or agent, or any other cause beyond such Party's direct control.

- 8. Entire Agreement.** This Agreement represent the entire understanding of the Parties in the subject matter hereof. Any amendments to this Agreement shall be in writing and signed by both Parties hereto.
- 9. Survival.** The provisions of this Agreement that by their nature are intended to continue in their effect following expiration or termination of this Agreement, including all payment obligations, shall survive any such expiration or termination of this Agreement.
- 10. Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be considered an original, and all of which taken together will constitute one and the same instrument. Signature execution by facsimile or other electronic means shall be considered binding.
- 11. Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be deemed given: one (1) business day following delivery to a nationally recognized carrier, or (3) three business days after the date it is deposited in the United States mail, postage prepaid, certified or registered or hand delivered addressed to the Parties at the addresses set forth on the signature pages hereto.

Any Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

- 12. Relationship Between Parties.** Pharmacy and Covered Entity shall perform all professional and other services under the terms of this Agreement as independent contractors. They shall exercise their own judgment on all questions of professional practice. Nothing herein shall be deemed to make the Parties partners or create a joint venture.
- 13. Confidentiality.**

13.1. Disclosure of the terms of this Agreement and any exhibits or attachments to any third party (other than directors, officers, attorneys, accountants and similar persons with a bona fide need to know) by any Party is prohibited unless permission in writing is granted by the other Parties. This prohibition shall survive after the expiration and or termination of this Agreement.

13.2. The Parties further acknowledge that, in the course of their relationship, they will receive, work with and be exposed to certain confidential information and knowledge concerning the business of the other Party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to products, inventions, developments, innovations, data, know-how, formulations, uses, research, processes, technology, software, hardware, designs, materials, ideas, plans, trade secrets, customers, proprietary information, and other information relating to the business of the other Party, as applicable (collectively, the "Confidential Information"), which each Party desires to protect from unauthorized disclosure or use. The Confidential Information also shall include, without limitation, any information system or computer hardware, software, Internet-enabled systems or other technology used by 340B Program Administrator. Each Party hereto agrees not to disclose the Confidential Information of the other Party (the "Disclosing Party") to any third party without the prior written consent of the Disclosing Party, except that a Party may disclose the Disclosing Party's Confidential Information to such Party's directors, officers, managers, attorneys, and such other persons who have a reasonable need to know such Confidential Information. Each Party agrees to use at least the same measures (but no less than reasonable care) to protect the Disclosing Party's Confidential Information as it takes to protect its own Confidential Information. In addition, each Party agrees that it will not, without the prior written consent of the Disclosing

Party, use the Disclosing Party's Confidential Information for any purpose other than to fulfill its obligations to the Disclosing Party under this Agreement. The following information shall not be deemed to be Confidential Information subject to the confidentiality restrictions set forth in this Section:

- 13.2.1. Information which a Party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the Disclosing Party or from a third party under an obligation of confidence to the Disclosing Party;
 - 13.2.2. Information which is now or subsequently becomes known or available to the public or in the trade by publication, commercial use or otherwise through no act or fault on the part of the receiving Party;
 - 13.2.3. Information which a Party is required to disclose in response to a valid court order or otherwise required to be disclosed by law, but only if such Party has given the Disclosing Party prompt written notice of the potential for such disclosure and the opportunity to seek a protective order or obtain other relief to preserve the confidentiality of the Confidential Information; and
 - 13.2.4. Information provided by the Disclosing Party to the other Party expressly for public distribution, such as (i) marketing materials, advertising, brochures and similar information and (ii) general promotional information regarding the Disclosing Party and its business.
- 13.3. Upon termination of the Agreement, each Party agrees to cease use of the other's Confidential Information and to return it, or destroy it, as appropriate.
- 13.4. The Parties expressly agree that a breach of this Section 13 may cause damages that cannot be adequately measured and that, in the event of a breach, the non-breaching Party shall be entitled to immediate injunctive relief, without the necessity of posting a bond. The remedy described herein shall be in addition to all other remedies available to the non-breaching Party in law or equity.
- 14. Attachments.** Participating Covered Entity sites are summarized in Exhibit A. Pharmacy agrees it will provide Contract Pharmacy Services under this Agreement at only those Pharmacy locations listed on Exhibit B, which shall identify such Pharmacy locations by store # and address. Summary of Program Parameters are included as Exhibit C.
- 15. Representations and Warranties.** The Pharmacy represents and warrants that it is the owner of the pharmacy named herein and that it has full right, power, and authority to make this offer. Covered Entity represents and warrants that it has full right, power, and authority to enter into this Agreement. Covered Entity shall be solely responsible for insuring 340B Program compliance, without limitation, including actions or inactions of its 340B Program Administrator. Pharmacy represents and warrants that it can legally dispense prescriptions for Medicare and Medicaid healthcare programs; and that it is not subject to exclusion, suspension or debarment from the Medicare, Medicaid or other government healthcare programs. No representations or warranties have been made or relied upon other than those expressly set forth in this Agreement.
- 16. Federal Contractor Status.** The parties hereto understand and acknowledge that pharmacy is not a federal contractor or subcontractor and does not wish to become such. Irrespective of Covered Entity status as a federal contractor or subcontractor, Covered Entity nonetheless represents and warrants

that this Agreement is not under the jurisdiction of the Office of Federal Contract Compliance Programs ("OFCCP"). Covered Entity further represents and warrants that this Agreement is not a federal contract or subcontract and that there is no underlying or prime agreement that could bring this Agreement, the arrangement hereunder, or the parties hereto within the jurisdiction of OFCCP. Covered Entity shall indemnify, defend and hold pharmacy harmless from any and all liability, loss, claim, lawsuit, cost, damage or expense whatsoever (including reasonable attorney's fees) arising out of, incident to or in any manner occasioned by Covered Entity's breach of the representations and warranties set forth in this Section 15. Pharmacy may terminate this Agreement immediately, if it reasonably determines in its sole discretion that this Agreement is, or is likely to be, a government contract or subcontract.

17. Insurance. Pharmacy shall maintain during the term of this Agreement a policy of liability insurance with a responsible insurance carrier in an amount not less than \$1,000,000 per incident and \$3,000,000 in the aggregate and which includes the Qualified Claims in its coverage. Covered Entity shall maintain during the term of this Agreement a policy of liability insurance with a responsible insurance carrier with at least the minimum limits that are customary in its industry. Covered Entity may satisfy such insurance requirements through a self-insurance program maintained in accordance with the requirements of State law and the Medicare program.

18. Patient Privacy and HIPAA Compliance. Parties agree to comply with the requirements of HIPAA as healthcare providers, and each Party agrees to require its designee, 340B Program Administrator for the Covered Entity and Pharmacy Designee for the Pharmacy, to comply with the requirements of HIPAA as a business associate. 340B Program Administrator shall enter into a Business Associate Agreement with Covered Entity and Pharmacy Designee shall enter into a Business Associate Agreement with Pharmacy. Failure by any Party to abide by the Business Associate Agreement shall be a basis for immediate termination of this Agreement.

19. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party from and against all claims, damages, causes of action, costs or expense, including court costs and reasonable attorneys' fees, which may arise as a result of the indemnifying Party's negligent performance of or failure to perform, any term or condition of this Agreement, the falsity of any representation and warranty set forth in Section 15 or Section 16 of this Agreement, and/or the exclusion, debarment, or revocation of a Party from any state or federal health care program or third party payor program. The obligation to indemnify shall survive termination of this Agreement regardless of the reason for termination.

20. Compliance with Laws.

20.1. It is the intention of the Parties that this Agreement and the operations conducted hereunder shall be performed in accordance with all applicable state and federal laws, rules, regulations and orders. The Parties have entered into this Agreement solely upon the terms and conditions referenced herein and for such consideration stated herein. No part of the compensation set forth herein is in any way contingent upon the recommendation, or referral of items reimbursable in whole or in part by a state or federal health care plan. The Parties stipulate and agree that the consideration payable under this Agreement was negotiated at arm's length with the Parties represented by independent counsel and represents, to the extent reasonably ascertainable, reasonable consideration and fair market value for the services provided hereunder.

20.2. To the extent that Section 1861(v)(1)(I) of the Social Security Act is applicable to this Agreement, the Parties shall, until four (4) years after the expiration of the services provided,

comply with requests by the Comptroller General, the Secretary of the United States Department of Health and Human Services (DHHS), and their duly authorized representatives for access to this Agreement, as well as the books, documents and records which are necessary to verify the cost of the services provided. The Parties agree to notify and consult with each other immediately upon the occurrence of such a request for access to books, documents, and records.

- 20.3. If in the written opinion of counsel for any Party it is determined that any future interpretation of existing law or legislation is enacted or regulations are promulgated which make this contract inoperative or illegal or adversely impact its payment mechanism, the Parties hereto shall immediately renegotiate the Agreement. If they are unable to do so within a ninety (90) day period from the issuance of the written opinion of counsel to both Parties, the Agreement shall terminate immediately upon written notice of either Party to the other. If any future interpretation of existing law, or legislation is enacted or regulations promulgated which make invalid or unenforceable some portions of this Agreement, but which do not substantially affect the undertaking of the Parties, the Agreement shall be continued in all other respects as if such invalid or unenforceable provisions were omitted, and if necessary, substitute provisions shall forthwith be negotiated.

21. Miscellaneous Provisions.

- 21.1. In the event any provision or part thereof contained in this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or part thereof contained herein.
- 21.2. No Party may assign its rights or delegate its duties without the prior written consent of the other Parties.
- 21.3. The Parties agree that no Party, and no Party's officers, directors, employees or agents shall be liable to any of the Parties for any claims, liabilities, or expenses relating to this Agreement for an aggregate amount in excess of the fees paid by any Party to 340B Program Administrator pursuant to this Agreement, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of the Party. In no event shall any Party or any Party's officers, directors, employees, or agents be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement.

Signatures on following pages

In witness thereof, the Parties hereto have caused this Agreement to be executed by themselves or their duly authorized representatives as of the day and year first written above.

[PHARMACY]

The undersigned certifies that they have legal authority to bind Pharmacy

Signature: _____

Printed Name: Alison Farrell

Title: VP, Managed Care

Address: 30 Hunter Lane

City, State, Zip Code: Camp Hill, PA 17011

Date: _____

[COVERED ENTITY]

The undersigned certifies that they have legal authority to bind Covered Entity

Signature: _____

Printed Name: Richard Swift

Title: Director

Address: 2051 Kaen Road STE 367

City, State, Zip Code: Oregon City, OR 97045-4035

340b ID: CH101310

Date: _____

Effective Date: _____

EXHIBIT A

Covered Entity Sites

This agreement applies to Covered Entity and all eligible child sites or associated grantees listed on the Office of Pharmacy Affairs database.

340B ID	Entity Name	Street Address City/State/Zip
CH101310	CLACKAMAS, COUNTY OF	2051 Kaen Road STE 367 Oregon City, OR 97045-4035

EXHIBIT B

Contracted Pharmacy Locations

Pharmacy Name	Address	City	State	Zip Code
RITE AID #5326	12002 SE SUNNYSIDE ROAD	CLACKAMAS	OR	97015
RITE AID #5325	891 S.E. 1ST AVENUE	CANBY	OR	97013
RITE AID #5332	1900 MCLOUGHLIN BLVD.	OREGON CITY	OR	97045
RITE AID #5352	10860 S.E. OAK STREET	MILWAUKIE	OR	97222

EXHIBIT C

Program Parameters

Parameter	Description	Contract Stipulates
Replenishment Frequency	Pharmacy Designee shall order, for delivery to Pharmacy, all 340B Drugs which have been determined to be Qualified Claims and have reached a full package size but have not yet been delivered to Pharmacy	Daily if necessary to consolidate in the future
Wholesaler	Pharmacy Wholesaler	McKesson or the wholesaler designated by Pharmacy
Slow-Movers	Any portion of replenishable drug that that does not meet a full package size within a mutually agreed upon number of calendar days after being deemed as qualified will be reconciled as a credit to a subsequent amount owed for Qualified Claims	Ninety (90) or more calendar days
Model	Brand only Covered Entity may request 340B Program Administrator apply financial filter and exclude qualified claims as described in Section 4.1.5	Brand Drugs Only
Dispensing Fee (if applicable) for Qualified Claims	Brand Drugs only	Brand Drugs Only
Reprocessing Window	340B Program Administrator will continue to re-evaluate a claim for qualification and replenishment opportunity for a mutually agreed upon number of calendar days. Qualified Claims will not be reversed without Pharmacy's prior approval	Sixty (60) calendar days
Medicaid Managed Care	Excluded (based on Pharmacy's reasonable efforts to identify Managed Medicaid Qualified Claims) unless Covered Entity and State Medicaid have established compliant process preventing duplicate discounts and Pharmacy has specifically agreed prior to the inclusion of claims at bin/pcn/group level	Only after Pharmacy has agreed to a compliant process between Covered Entity and state Medicaid
340B Discount Cash Plan	Create Exhibit and Amendment if applicable	Requires Exhibit/Amendment
CIIs-Vs	Include or exclude	Include
CIIs	Include or exclude	Exclude
Invoicing	Frequency with which Pharmacy is invoiced on behalf of the Covered Entity	1st & 16th of each month
Payment Terms	Within thirty-five (35) calendar days from invoice date, Pharmacy shall remit payment thereof by electronic funds transfer to 340B Administrator	Thirty-five (35) calendar days
Term and Termination	Either party may terminate with prior written notice	Thirty (30) calendar days

AMENDMENT NO. 1

TO THE

RITE AID 340B PHARMACY SERVICES AGREEMENT

#9188_01

This Amendment No. 1 ("Amendment") is entered into on _____ by and between Clackamas County through its Health, Housing and Human Services Department, Health Centers Division (hereinafter "Covered Entity"), and Rite Aid Hdqtrs. Corp. (hereinafter "Pharmacy").

WHEREAS, Covered Entity and Pharmacy are Parties to that certain 340B Pharmacy Services Agreement effective _____ ("Agreement"); and

WHEREAS, Covered Entity and Pharmacy wish to amend the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Covered Entity and Pharmacy hereby agree to amend the Agreement as follows:

1. Delete Section **6. Governing Law** in its entirety and replace it with the following:
6. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

2. Delete Section **13.1** in its entirety and replace it with the following:
13.1. Disclosure of the terms of this Agreement and any exhibits or attachments to any third party (other than directors, officers, attorneys, accountants and similar persons with a bona fide need to know) by any Party is prohibited unless permission in writing is granted by the other Parties, except as required by law. This prohibition shall survive after the expiration and or termination of this Agreement.

3. Delete Section **13.2** in its entirety and replace it with the following:
13.2. The Parties further acknowledge that, in the course of their relationship, they will receive, work with and be exposed to certain confidential information and knowledge concerning the business of the other Party and its affiliates, whether or not reduced to writing, including, without limitation, information and knowledge pertaining to products, inventions, developments, innovations, data, know-how, formulations, uses, research, processes, technology, software, hardware, designs, materials, ideas, plans, trade secrets, customers, proprietary information, and other information relating to the business of the other Party, as applicable (collectively, the "Confidential Information"), which each Party desires to protect from unauthorized disclosure or use. The Confidential Information also shall include, without limitation, any information system or computer hardware, software, Internet-enabled systems or other technology used by 340B Program Administrator. Each Party hereto agrees not to disclose the Confidential Information of the other Party (the "Disclosing Party") to any third party without the prior written consent of the Disclosing Party, except that a Party may disclose the Disclosing Party's Confidential Information to such Party's directors, officers, managers, attorneys, and such other persons who have a reasonable need to know such Confidential Information, except as required by law. Each Party agrees to use at least the same measures (but no less than reasonable care) to protect the Disclosing Party's Confidential Information as it takes to protect its own Confidential Information. In addition, each Party agrees that it will not, without the prior written consent of the Disclosing Party, use the Disclosing Party's Confidential Information for any purpose other than to fulfill its obligations to the Disclosing Party under this Agreement, except as required by law. Should a Disclosing Party be required to provide Confidential Information by matter of law, then the Disclosing Party shall notify the Non-Disclosing party as soon as reasonably practicable, the nature of the Confidential Information that was provided, when the Confidential Information was provided, and to whom the Confidential Information was provided to.

4. Section 21. Miscellaneous Provisions is hereby amended to add new subsection 21.4

21.4 If required by applicable law, this Agreement is expressly subject to the debt limitation of Oregon counties set forth in ArticleXL, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions which would conflict with this law are deemed inoperative to that extent. If required by applicable law, Pharmacy shall pay all taxes owed to a public body, as defined in ORS 174.109, and attests to compliance with the tax laws of this state or a political subdivision of this state during the term of this Agreement. Failure to comply with this term is a default for which the County may terminate the Agreement and seek damages or other relief available.

IN WITNESS WHEREOF, the parties have executed this Amendment to the above-referenced Agreement effective as of the date first written above.

Pharmacy: Rite Aid Hdqtrs. Corp.

Clackamas County, signing on
behalf of the Board:

By: _____

By: _____

Name: Alison Farrell

Name: Richard Swift

Title: VP, Managed Care

Title: Director

Date: _____

Date: _____

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract Change Order with Gresham Roofing
for the Re-roof Project at the Estacada Community Center

Purpose/Outcomes	Approval of a contract Change Order #1 for building improvements including a new roof and drainage improvements at the Estacada Community Center.
Dollar Amount and Fiscal Impact	\$170,756 + 21,033 for a \$191,789 new total Gresham Roofing contract paid for with \$95,000 of Community Development Block Grant (CDBG) funds and \$96,789 of Friends of Estacada Community Center (private) funds.
Funding Source	U.S. Department of Housing and Urban Development and private funds No County General Funds are involved.
Duration	Effective immediately through June 30, 2019 (project completion).
Previous Board Action	Contract was approved by the BCC on March 14, 2019 - agenda item 030719-A3.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	The original contract was reviewed and approved by County Counsel on January 22, 2019.
Contact Person	Mark Sirois, Community Development Division - (503) 655-5664
Contract No.	H3S 9171

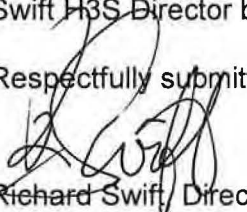
BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the approval of this construction contract Change Order #1 with Gresham Roofing to construct a new roof and drainage improvements at the Estacada Community/Senior Center. The Change Order #1 adding \$21,033 to the original contract amount is for the additional work to repair extensive dryrot damage that was discovered during the construction.

RECOMMENDATION:

We recommend the approval of this Contract Change Order #1 with Gresham Roofing and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,


Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

CHANGE ORDER FORM

Gresham Roofing and Construction
20420 SE Hwy 212 Ste A PMB 172
Damascus, Oregon 97089

() Contractor
() Todd Iselin Architects
() H3S Director

Project Name: Estacada Community Center Re-roof Project
Project Address: 200 SW Club House Dr, Estacada

Change Order No: **1**
Contract Date: 3/11/19
NTP Date: 4/15/19
Change Order Date: 5/20/19

Project Number: 53603
To: Clackamas County HCD
2051 Kaen Road, Suite #245
Oregon City, Oregon 97045

The following changes have been deemed fair and reasonable by the Friends of the Estacada Center, Todd Iselin Architects and Clackamas County Community Development:

Item 1: Removal of additional insulation and redesign of south end of roof	\$ 3,565.00
Item 2: Labor and materials for entry parapet wall repair and additional awning frame dryrot repairs	\$ 17,468.00

TOTAL CONTRACTOR'S PRICE FOR CHANGE ORDER # 1 = + \$ 21,033.00

Original Contract Price	\$ 170,756.00
Net Change by Previous Change Orders	\$ 0.00
Contract Price prior to this Change Order	\$ 0.00
Contract Price will be (increased) (unchanged) by this Change Order	\$ 21,033.00
The new Contract Price including this Change Order will be	\$ 191,789.00

The Contract Time will be increased by this Change Order (15) calendar days. The date of Substantial Completion as of the date of this Change Order therefore is 5/30/19.

Approved:

Approved:

by: Terry Burroughs 5/22/19
Terry Burroughs, Owner (date)
Gresham Roofing and Construction

by: Todd Iselin 5-22-19
Todd Iselin Architects (date)
Friends of the Estacada Center

Approved:

by: _____
Richard Swift, Director of Health, (date)
Housing & Human Services

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement with Clackamas Women's Services
for Camp HOPE 2019

Purpose/Outcomes	Funding will provide support for a minimum of 76 children to attend Camp HOPE, an overnight camp for children impacted by domestic violence.
Dollar Amount and Fiscal Impact	\$25,000 No county general funds are used and no county staff are funded through this agreement.
Funding Source	Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 93.959 & 92.243)
Duration	April 15, 2019 – June 30, 2019
Previous Board Action	N/A
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: May 8, 2019
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Contact Person	Rodney A. Cook, 503-650-5677
Contract No.	Contract database # 9237

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of a Subrecipient Agreement with Clackamas Women's Services. Funding will provide support for Camp HOPE in offering overnight outdoor camp experience designed for children who have been impacted by domestic violence, age 7 to 17. Camp HOPE uses trauma-informed practices that help children heal from the effects of violence; children who have experienced trauma are more likely to have issues with the legal system and struggle with alcohol and/or drug dependency.

Funding source for this Agreement is Substance Abuse Prevention and Treatment Block Grant through the U.S. Department of Health and Human Services. The Agreement has a maximum value of \$25,000. The agreement terminates June 30, 2019.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 19-010**

Program Name: *Camp Hope 2019*
Program Number: *H3S9237*

This Agreement is between Clackamas County, Oregon, acting by and through its
Department of Health, Housing and Human Services (COUNTY), and
Clackamas Women's Services (SUBRECIPIENT), an Oregon Non-profit Organization.

Clackamas County Data

Grant Accountant: *Larry Crumbaker*

Program Manager: *Sarah Van Dyke*

Children, Family and Community Connections
2051 Kaen Road
Oregon City, OR 97045
(503) 742-5429
larrycru@clackamas.us

Children, Family and Community Connections
150 Beaver Creek Road
Oregon City, OR 97045
(503) 557-5829
svandyke@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: *Carla Batcheller*

Program Representative: *Melissa Erlbaum*

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045
(503) 557-5801
carlab@cwsor.org

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045
(503) 557-5810
melissae@cwsor.org

DUNS: 93-0900119

RECITALS

1. SUBRECIPIENT assists individuals and families affected by domestic violence and/or sexual assault. Their approach to serving the community is based on the principle that all human beings have the right to live in a safe and healthy environment, free of threat, sexual harassment and all types of abuse in their lives. SUBRECIPIENT believes that violence is a result of attitudes, power and control, and that violence results when people unjustly exercise power over others. Therefore, all oppressive behaviors must be simultaneously addressed. To that end, SUBRECIPIENT works to ensure that individuals and families have equal access to community resources and they provide support, advocacy and opportunity for self-empowerment, assisting survivors to exercise free and informed life choices free of violence and oppression.
2. COUNTY desires to have its citizens share in the benefits of SUBRECIPIENT resources to respond to the needs of children impacted by domestic violence. Exposure to the trauma of violence in the home affects children on emotional, psychological, developmental, cognitive and physical levels and can increase aggression, depression, anxiety, and put children at higher risk for substance abuse.
3. Based on the Camp HOPE model developed by the Family Justice Center Alliance International, and in partnership with COUNTY's A Safe Place Family Justice Center, SUBRECIPIENT's Camp HOPE Oregon provides camps for children age 7 to 17 who have been exposed to domestic violence. Camp HOPE allows children the chance to be outdoors, participate in activities, and play. These

experiences help children heal from the trauma that violence has brought to their lives. Camp HOPE utilizes a trauma-informed approach, a low counselor/child ratio, and activities designed to increase emotional self-care, connection, and promote healing.

4. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

According to the terms of this Subrecipient Grant Agreement (this "Agreement") COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** Pursuant to the terms of the grant award, this Agreement shall be effective as of **April 15, 2019** and shall expire on **June 30, 2019**, unless sooner terminated or extended pursuant to the terms hereof.
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, together with any and all terms, conditions, and other obligations as may be required by the applicable State and Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements. Furthermore, SUBRECIPIENT shall comply with the requirements of the Substance Abuse Prevention and Treatment Block Grant that is the source of the grant funding, in addition to compliance with requirements of title 45 of the *Code of Federal Regulations* (CFR), Part 96.
4. **Grant Funds.** COUNTY's funding for this Agreement is the **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance [CFDA] #93.959)** issued to COUNTY by the Oregon Health Authority (OHA, Agreement #155011) and the U.S. Department of Health and Human Services (DHS, Agreement #5U79SP020705-03). The maximum, not to exceed, grant amount that COUNTY will pay is **\$25,000**. 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 Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:
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 except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end 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. 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) **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.
 - c) **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 SUBRECIPIENT.
 - d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
 - e) **Match.** Matching funds are not required for this Agreement.
 - f) **Budget.** SUBRECIPIENT's 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.
 - g) **Indirect Cost Recovery.** SUBRECIPIENT agrees to forego indirect cost recovery on this agreement.
 - h) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
 - i) **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 D: Required Financial Reporting and Reimbursement Request.

- j) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in **Exhibit E: Monthly/Quarterly/Final Performance Report** for each period (monthly, quarterly, and final) during the term of this Agreement.
- k) **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 D: Required Financial Reporting and Reimbursement Request** on a monthly basis.
- l) **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), 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.
- m) **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, now located at <https://www.sam.gov>.
- n) **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 <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than 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.
- o) **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) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- p) **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.

- q) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial and programmatic 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.
- r) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.333-337.
- s) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for, **Substance Abuse Prevention and Treatment Block Grant (Catalogue of Federal Domestic Assistance (CFDA #: 93.959)** issued to COUNTY by the U.S. Department of Health and Human Services, 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 the Clackamas County, as grantee, under those grant documents.
- t) **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 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, including but not limited to the following: (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 federal law governing operation of Community Mental Health Programs, including without limitation, all federal laws requiring reporting of Client abuse; and (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) 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. Additional requirements are as specified in 45 CFR Part 96; also portions of the 2 CFR Part 200/45 CFR Part 75.

- b) **Rights to Inventions Made Under a Contract or Agreement.** SUBRECIPIENT agrees that contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by Clackamas Women's Services.
- c) **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. SUBRECIPIENT shall include and require all Providers to include in all contracts with subcontractors receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.
- d) **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.
- e) **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) creates a problem for the design or delivery of other Services required under the Agreement. 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.
- f) **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.
- g) **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.
- h) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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.

- i) **Federal Whistleblower Protection.** SUBRECIPIENT shall comply with 41 U.S.C. 4712, Pilot Program for Enhancement of Employee Whistleblower Protection.

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, as they pertain to the purchase of goods and services under this Agreement and 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.

To the extent permitted by applicable law, SUBRECIPIENT shall defend (in the case of the state of Oregon and the Oregon Health Authority, subject to ORS Chapter 180), save and hold harmless the State of Oregon, the Oregon Health Authority, County, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or relating to the operations of SUBRECIPIENT, including but not limited to the activities of SUBRECIPIENT or its officers, employees, subcontractors or agents under this AGREEMENT.

SUBRECIPIENT(s) that are not units of local government as defined in ORS 190.003, shall indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of SUBRECIPIENT or any of the officers, agents, employees or subcontractors of SUBRECIPIENT ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by SUBRECIPIENT from and against any and all Claims.

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

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury, death and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, and employees. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Agreement and personal injury liability, products and completed operations. This coverage shall include Abuse and Molestation Insurance as part of the policy in a form and with coverage that are satisfactory to the COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include the SUBRECIPIENT, and the SUBRECIPIENT's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$2,000,000. 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.** 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. The limits shall be no less than \$250,000/occurrence, \$500,000/aggregate, and \$100,000 property damage.

- 3) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Pollution Liability Insurance, shall include "Clackamas County, its agents, elected officials, officers, and employees" and "the State of Oregon and its officers, employees and agents" as additional insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to SUBRECIPIENT's activities performed under this Agreement. The Additional Insured endorsement with respect to liability arising out of their ongoing operations must be on ISO Form CO 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CO 20 37 04 13 or equivalent.
- 4) **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.
- 5) **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.
- 6) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY which references this agreement in the certificate description. 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.
- 7) **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.
- 8) **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.
- 9) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- 10) **"Tail Coverage."** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of SUBRECIPIENT Agreement, for a minimum of 24 months following the later of: (i) SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under this Agreement; or (ii) the expiration of all warranty periods provided under SUBRECIPIENT Agreement. Notwithstanding the foregoing 24-month requirement, if

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

- 11) **Workers' Compensation and Employers' Liability.** If SUBRECIPIENT employs subject workers, as defined in ORS 656.027, SUBRECIPIENT shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If SUBRECIPIENT is a subject employer, as defined in ORS 656.023, SUBRECIPIENT shall also obtain Employers' Liability insurance coverage with limits not less than \$500,000 each accident. Out-of-state employers, including SUBRECIPIENT, shall provide Worker's Compensation insurance coverage for their employees as required by applicable Worker's Compensation laws including Employers' Liability insurance coverage with limits not less than \$500,000.
- 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 is incorporated herein.

- Exhibit A: SUBRECIPIENT Statement of Program Objectives
- Exhibit B: SUBRECIPIENT Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Final Performance Report (Work Plan)
- Exhibit F: Final Financial Report
- Exhibit G: Required State and Federal Terms and Conditions

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

Clackamas Women's Services

By: 
Melissa Erdum, Executive Director

5/13/2019
Date

256 Warner Milne Road
Street Address

Oregon City, OR 97045
City / State / Zip

503-655-5810 503-557-5808
Phone / Fax

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Richard Swift, Director
Health, Housing & Human Service Department

Date

Division Head Signature:


Rod Cook, Director
Children, Families and Community Connections

5/28/19
Date

Approved to Form:



County Counsel

5/28/19
Date

COPY

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #154378 – Amendment 2 with the State of Oregon, acting by and through its Department of Human Services (DHS), for the Job Opportunity & Basic Skills (JOBS) program

Purpose/Outcomes	This Intergovernmental Agreement (IGA) provides funding to continue the Job Opportunity and Basic Skills (JOBS) program in the County.
Dollar Amount and Fiscal Impact	This IGA adds \$1,044,103.34 for a new contract total of \$2,082,169.34 for additional revenue for two fiscal years.
Funding Source	State of Oregon Department of Human Services. No County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2021.
Previous Board Action	The last agreement was approved by the Board of County Commissioners on August 3, 2017
Strategic Plan Alignment	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
Counsel Review	The agreement was reviewed and approved on May 22, 2019
Contact Person	Jennifer Harvey, phone 503-655-8843
Contract No.	H3S / CSCC 8420

BACKGROUND:

Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department, requests the approval of the Intergovernmental Agreement #154378 – amendment 2, with the State of Oregon, acting by and through its Department of Human Services for the Job Opportunity & Basic Skills (JOBS) program. CFCC will continue responsibility for service management to DHS referred clientele. Agreement requirements include employment plan development; job preparation and placement; transition services; and self-sufficiency services. All contract services are to assist adult clients with employment related services.

This revenue agreement is effective July 1, 2019 through June 30, 2021.

RECOMMENDATION:

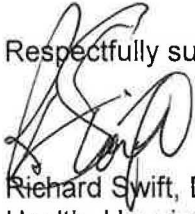
Staff recommends the Board approval of this agreement and authorizes Richard Swift, H3S Director to sign on behalf of Clackamas County.

Healthy Families. Strong Communities.

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

www.clackamas.us

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'R. Swift', is written over the printed name.

Richard Swift, Director
Health, Housing & Human Services



Agreement Number 154378

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 2 to Agreement Number 154378 between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County
Acting by and through its Health, Housing and Human Services
Children, Family & Community Connections Division
112 11th Street
Oregon City, OR 97045
Telephone: 503-655-8842
Facsimile: 503-655-8841
E-mail address: jharvey@co.clackamas.or**

hereinafter referred to as "Agency."

1. This amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or July 1, 2019, whichever date is later.
2. The Agreement is hereby amended as follows:
 - a. Agency information on the face sheet only is changed as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

**Community Solutions for Clackamas County (CSCC)
Acting by and through its Health, Housing and Human Services
Children, Family & Community Connections Division
112 11th Street
Oregon City, OR 97045
Telephone: 503-655-8843
Facsimile: 503-655-8841
E-mail address: jharvey@clackamas.us mautho@clackamas.or.us**

- b. Agreement Administrator information on the face sheet only is changed as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

Self-Sufficiency – District 15
 315 S Beavercreek Road
 Oregon City, OR 97045
 Agreement Administrator: **Theresa Pruett** ~~Leah Merritt~~ or delegate
 Telephone: **971-673-7307** ~~971-673-7358~~
 Facsimile: 971-673-7831

E-mail address: **Theresa.w.pruett@state.or.us** ~~leah.r.merritt@state.or.us~~

- c. Section 1. “**Effective Date and Duration**”, is amended as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

1. Effective Date and Duration.

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice when required or on **July 1, 2017**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2021** ~~June 30, 2019~~. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

- d. Section 3. “**Consideration**,” paragraph a. only, is amended as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

3. Consideration.

- a. The maximum, not-to-exceed compensation payable to Agency under this Agreement, which includes any allowable expenses, is ~~\$1,038,066.00~~ **\$2,082,169.34**. DHS will not pay Agency any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement has been signed by all parties.

- e. Section 5., is amended as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

5. The Agreement representatives for this Agreement shall be as follows:

- a. DHS:

Agreement Administrator: ~~Theresa Pruett~~ ~~Mary Clark~~ ~~Leah Merritt~~
 315 S Beavercreek Road
 Oregon City, OR 97045
 Phone: **971-673-7307** ~~971-673-7358~~
 Fax: 971-673-7381
 E-mail: **theresa.w.pruett@state.or.us** ~~leah.r.merritt@state.or.us~~
 District Manager: **Seth Lyon** ~~Jessica Amaya~~

Email seth.lyon@state.or.us
SSP Program Manager:.....Jessica Amaya Nene
Email jessica.amaya@state.or.us

b. Agency:
Contact: Jennifer Harvey Maureen Thompson
..... 112 11th Street
..... Oregon City, OR 97045
Phone: 503-655-8843
Fax: 503-655-8841
E-mail:..... jharvey@clackamas.us maureenho@co-clackamas.or

f. **Effective July 1, 2019, Exhibit A, “Definitions,” definition 13. only, is amended as follows: language to be deleted is struck through, new language is underlined and bold.**

13. ~~“Job Placements - Benchmark Placements” means a Job Placement that earns at least \$11.55 per hour and works at least 30 hours per week.~~
Effective July 1, 2019 means a Job Placement that earns at least \$14.98 per hour in a Metro minimum wage area, \$13.42 in a Standard minimum wage area, or \$13.11 in a Rural minimum wage area and working at least 30 hours per week. Effective July 1, 2020 “JOBS Placement – Benchmark Placements” means a Job Placement that earns at least \$15.61 per hour in a Metro minimum wage area, \$14.05 in a Standard minimum wage area, or \$13.47 in a Rural minimum wage area and working at least 30 hours per week.

g. **Exhibit D, “Performance Deliverables,” is amended to add a new section 3. and 4. as follows:**

3. **Performance Standards for the period July 1, 2019 through June 30, 2020.**

The following performance standards shall be met by the Agency for the periods indicated, and shall be reported monthly as prescribed by DHS.

a. **Number of Participants Served.**

- (1) Monthly Average: 150
- (2) Annual goal 1800

b. **Teen Parent Services and Activities.**

100% of referred JOBS-eligible teen parents (19 years of age and under who do not have a high school diploma or GED) shall have the opportunity to attend satisfactory hours, as determined by the needs of the Participant and the Case Plan, per month in educational activities. Activities shall support the Participant’s Case Plan.

c. Adult Services and Activities.

100% of referred JOBS-eligible referred adults shall have the opportunity to participate in Contractor's JOBS activities. Activities shall support the Participant's Case Plan.

4. Performance Standards for the period July 1, 2020 through June 30, 2021.

The following performance standards shall be met by the Agency for the periods indicated, and shall be reported monthly as prescribed by DHS.

a. Number of Participants Served.

- (1) Monthly Average: 150
- (2) Annual goal 1800

b. Teen Parent Services and Activities.

100% of referred JOBS-eligible teen parents (19 years of age and under who do not have a high school diploma or GED) shall have the opportunity to attend satisfactory hours, as determined by the needs of the Participant and the Case Plan, per month in educational activities. Activities shall support the Participant's Case Plan.

c. Adult Services and Activities.

100% of referred JOBS-eligible referred adults shall have the opportunity to participate in Contractor's JOBS activities. Activities shall support the Participant's Case Plan.

h. Exhibit E, "Budget Summary," is amended to add a new section 3. And 4. as follows:

3. For the Agreement Fiscal Period of July 1, 2019 – June 30, 2020:

Administrative Costs	\$42,043.10
Program Costs	\$468,431.00
Total Budget for Fiscal Period	\$510,474.10

4. For the Agreement Fiscal Period of July 1, 2020 – June 30, 2021:

Administrative Costs	\$43,992.02
Program Costs	\$489,920.22
Total Budget for Fiscal Period	\$533,912.24

- i. **Exhibit F, “Special Provisions,” section 1. “Confidentiality of Information,” subsection b. “Non-Client Information” paragraph (3), only, is amended as follows; language to be deleted is struck through, new language is underlined and bold.**

1. Confidentiality of Client Information.

b. Non-Client Information:

- (3) **Nondisclosure.** The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ~~ORS 192.410~~ **ORS 192.311 to 192.505 192.478**. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.

- c. Exhibit F, “Special Provisions,” section 4. “Background Checks,” is amended as follows: language to be added is underlined and bold.**

4. Background Checks.

~~Agency shall verify that any employee working with youth and program Participants has not been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with youth and program Participants.~~

- a. ~~Agency shall establish verification by having the applicant as a condition of employment, apply for and receive a criminal history check, which will be shared with Agency.~~
- b. ~~Agency shall determine whether the employee has listed convictions and whether these convictions pose a risk to working safely with youth and program Participants.~~
- c. ~~Agency shall confirm in writing the reasons for hiring individuals who have any of the above listed crimes listed on their applicant/employee record. The reasons shall address how the applicant or employee is presently suitable or able to work with referred youth and program Participants' in a safe manner. Agency will place the information in the employee's personnel file.~~

Agency shall verify that any employee, volunteer, or subcontractor, working with clients referred by DHS, has not been convicted of any of the following crimes: child or elder abuse, offenses against persons, sexual offenses, child neglect, or convicted with any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, volunteer, or subcontractor scheduled to work with DHS' client. For purposes of this paragraph, "substantial relation" means the crime for which the person has been convicted of involves conduct by the person that is similar to functions the person may perform for Agency or place the person in a position to gain access to a client or a client's personal information so as to be in a position to cause harm to a client. For example, but not limited to, a person who is convicted of fraud may not be permitted to work in a position that directs, controls or disburses moneys for this Agreement or has access to client finances or financial information.

- a. **Agency shall establish verification by:**
 - (1) **Having the applicant/employee, as a condition of work, apply for and receive a fingerprint-based national criminal history check from a local Oregon State Police (OSP) office, which will be shared with Agency; OR**
 - (2) **Agency as an employer will contact the local OSP for a fingerprint-based national criminal history check on the applicant/employee. Agency will need to give to OSP the applicant's name, birth date and social security number; OR**
 - (3) **Agency will utilize a third-party vendor approved by DHS to conduct a fingerprint-based national criminal history check on the applicant/employee. The vendor must be capable of providing a national criminal history check that includes review of the National Sex**

Offender Public Website (NSOPW) currently found at:
<https://www.nsopw.gov/?AspxAutoDetectCookieSupport=1>.

- b. The following requirements apply to all background checks performed regardless of method (Section a.1-3 above) used.
- (1) Background checks need to be completed prior to start date, upon a promotion, significant change in work duties, or if there is reason to believe a new check is needed. Examples of a reason to believe a new background check may be needed include but are not limited to:
 - (a) Any indication of possible criminal or abusive behavior by an employee, volunteer or subcontractor;
 - (b) A lapse in working or volunteering in a position under the direction and control of Agency, but the individual is still considered in the position. For example, an extended period of leave by the individual. The Agency determines the need for a background check.
 - (c) Quality assurance monitoring by DHS of a previously conducted criminal records check.
 - (2) Background checks will also need to be completed whenever there is a break in employment, volunteering, or subcontracting greater than 30 days.
 - (3) All employees, subcontractors, and volunteers of the Agency receiving background checks are required to report to the Agency any new arrests, convictions or investigations for child protective service or adult protective service abuse within 5 business days.
 - (a) Within 5 business days of such notification, the Agency is required to report to DHS the employee's new history.
 - (b) DHS may request a new background check to reevaluate the ongoing fitness of the employee, subcontractor, or volunteer.
- c. If the position of the applicant/employee is paid in part or in whole by funds from the Centers for Medicare and Medicaid Services (CMS), the check must also include review of the

General Service Administration (GSA) System for Award Management (SAM) currently found at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>, and the Social Security Administration (SSA) Death Masterfile currently found at https://www.ssa.gov/dataexchange/request_dmf.html. Any applicant/employee found excluded on SAM or listed on the SSA Death Masterfile shall not be permitted to work with DHS clients under this Agreement.

- d. Agency shall determine after receiving the criminal history and NSOPW check, whether the applicant/employee has listed convictions or sex offender status, and whether these potentially disqualifying conditions pose a risk to working safely with DHS clients. If Agency notes a conviction from any of the above listed crimes on the applicant/employee's record, and Agency chooses to hire the employee/applicant, Agency shall confirm with DHS in writing, the reasons for hiring or contracting with the individual. These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. Agency will place this information, along with the applicant/employee's criminal history check, in the applicant's/employee's personnel file.

Upon receiving such written notification from the Agency, DHS reserves the right to the final denial of any employee, volunteer, or subcontractor to provide services to DHS clients under this Agreement. DHS will have five business days from receiving written notification to respond to the Agency in writing with a decision to deny the applicant/employee to provide services for DHS clients under this Agreement.

- e. The background check procedures listed above also apply to the Agency. Agency shall establish a personal personnel file and place Agency's criminal history check in named file for possibility of future DHS review. Criminal history records should be purged after three years.
- f. Changes to federal or state legislation and rule may impose additional requirements for background checks. These changes will be implemented by an amendment to this Agreement.

- j. Exhibit F, "Special Provisions," section 7. "Nondiscrimination," is amended as follows: language to be deleted is ~~struck through~~, new language is **underlined and bold**.

7. **Nondiscrimination.**

a. Agency must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Agency services must reasonably accommodate the cultural, language and other special needs of clients.

b. Agency certifies that Agency has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Agency agrees, as a material term of this Agreement, to maintain such policy and practice in force during the entire Agreement term.

k. Exhibit G, "Standard Terms and Conditions", section 24., "Notice" DHS address only to read as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

DHS: Office of Contracts & Procurement
~~250 Winter St. NE, Room 306~~ 635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
~~Facsimile:~~ Fax: 503-378-4324

l. Exhibit I, "Federal Terms and Conditions," section 5. "Truth in Lobbying", subsection e. only, is amended as follows: language to be added is underlined and bold.

e. No part of any federal funds paid to Agency under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

m. Exhibit I, "Federal Terms and Conditions," section 9. through the end of Exhibit I is amended as follows: language to be deleted or replaced is ~~struck through~~; new language is underlined and bold.

9. Reserved Drug-Free Workplace. Agency shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Agency certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Agency's workplace or

while providing services to DHS clients. Agency's notice shall specify the actions that will be taken by Agency against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Agency's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Agency or Agency's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

10. **Pro-Children Act.** Agency shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
11. **Reserved Medicaid Services.** Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

- a. — Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal Agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal Agency may from time to time request. 42 U.S.C. Section 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. — Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
- c. — Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
- d. — Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

12. **Agency-based Voter Registration.** If applicable Agency shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

13. **Reserved Disclosure.**

- a. — 42 CFR Part 455.104 requires the State Medicaid Agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider,

~~fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.~~

- ~~b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.~~
- ~~e. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.~~
- ~~d. Agency shall make the disclosures required by this Section 13. to DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.~~

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

- a. The federal funding Agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

- (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
 - c. The parties are subject to applicable requirements and regulations of the federal funding Agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.

15. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, including but not limited to the following:

- a. **Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.**
- b. **Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, as applicable.**
- c. **Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal Agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Agency, and Agency shall also include these contract provisions in its contracts with non-Federal entities.**

16. Federal Whistleblower Protection. Agency shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

- n. Effective July 1, 2019, Exhibit K, "JOBS Service Agreement Template," section C. "Service Deliverables" only, is amended as follows: language to be added is underlined and bold.

C. Service Deliverables

Agreement Service Deliverable	XXXX X, XXXX – XXXX XX, XXXX	XXXX X, XXXX – XXXX XX, XXXX
Participants Served (annual level)	XX	XX
Participants Service (monthly average)	XX	XX

Customize this section based on service and District program management purposes

District-Specific Service Goals	XXXX X, XXXX – XXXX XX, XXXX	XXXX X, XXXX – XXXX XX, XXXX
Work Experience Participants (mo average)	XX	XX
Individualized/Customized Sites Added	XX	XX
JOBS Placements (full and part-time)	X	X
Placements Leading to Transition from TANF	X	X
Benchmark Placements*	X	X
Teen Parents in Educational Activities	X	X
Teen Parents in Employment Activities	X	X
Adults in GED services	X	X
	X	X

*Benchmark placements – At least \$11.55/hour and at least 20 hours per week

***Benchmark placements = Effective July 1, 2019 at least \$14.98 Metro minimum wage, \$13.42 Standard minimum wage, or \$13.11 Rural minimum wage/hour and at least 30 hours per week. Effective July 1, 2020 at least \$15.61 Metro minimum wage, \$14.05 Standard minimum wage, or \$13.74 Rural minimum wage/hour and at least 30 hours per week.**

3. Except as expressly amended above, all other terms and conditions of the original

Agreement and any previous amendments are still in full force and effect. Agency certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.

4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the Agency hereby certifies under penalty of perjury that:
- a. The Agency is in compliance with all insurance requirements in Exhibit C of the original Agreement and notwithstanding any provision to the contrary, Agency shall deliver to the DHS Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance for any extension of the insurance coverage, within 30 days of execution of this Agreement Amendment. By certifying compliance with all insurance as required by this Agreement, Agency acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Agency may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - b. The Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. The Agency certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency;
 - c. The information shown in Agency Data and Certification, of original Agreement or as amended is Agency's true, accurate and correct information;
 - d. To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
 - e. Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
 - f. Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
 - g. Agency is not subject to backup withholding because:
 - (1) Agency is exempt from backup withholding;

- (2) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (3) The IRS has notified Agency that Agency is no longer subject to backup withholding.

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

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

Agency Name (exactly as filed with the IRS):

Clackamas County

Street address:

2051 Kaen Road

City, state, zip code:

Oregon City, OR 97045

Email address:

jharvey@clackamas.us

Telephone:

(503) 655-8843

Facsimile:

(503) 655-8841

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

Workers' Compensation Insurance Company:

Self-insured

Policy #:

N/A

Expiration Date:

N/A

6. Signatures.

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

**Clackamas County Health, Housing and Human Services
Community Connections Division**

Children, Family &

By:

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

**Via e-mail by Jeffrey J. Wahl, Assistant Attorney General
Department of Justice**

**May 22, 2019
Date**

June 6, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Local Grant Agreement with Northwest Family Services
for Casa Esperanza – Culturally Specific Domestic Violence Shelter and Services.

Purpose/Outcome	Provides domestic violence services to Latina survivors of domestic violence and their children, including emergency shelter, support groups and information and referral services.
Dollar Amount and Fiscal Impact	Agreement has a maximum value of \$100,000. No County Staff are funded through this Agreement.
Funding Source	County General Funds
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action/Review	N/A
Strategic Plan Alignment	1. Ensure equitable access to services 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: May 13, 2019
Contact Person	Rodney A. Cook 503-650-5677
Contract No.	CFCC-9267

BACKGROUND:

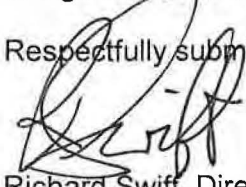
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of an Agreement with Northwest Family Services. Funding will provide: safe shelter and supportive services (support groups, information and referral, safety planning and individualized assessment, housing assistance and referrals) to Latina survivors of domestic violence and their children.

Funding for this agreement is County General Funds. It has been reviewed by County Counsel. Agreement has a maximum value of \$100,000.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Healthy Families. Strong Communities.

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

www.clackamas.us

CLACKAMAS COUNTY, OREGON LOCAL RECIPIENT GRANT AGREEMENT CFCC-9267	
Program Name: Northwest Family Services Casa Esperanza Program/Project Number: 9267	
This Agreement is between Clackamas County , Oregon, acting by and through its Department of Health, Housing and Human Services (COUNTY), and Northwest Family Services (RECIPIENT), an Oregon Non-profit Organization.	
COUNTY Data	
Grant Accountant: Larry Crumbaker	Program Manager: Sarah Van Dyke
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5429 larrycru@clackamas.us	Children, Family & Community Connections 150 Beaver Creek Rd. Oregon City, OR 97045 (503) 557-5829 svandyke@clackamas.us
RECIPIENT Data	
Finance/Fiscal Representative: Emily Tingle	Program Representative: Rose Fuller
Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-6377 etingle@nwfs.org	Northwest Family Services 6200 SE King Road Portland, OR 97222 (503) 546-9397 rfuller@nwfs.org
FEIN: 93-0841022	

RECITALS

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

 Latina victims of domestic violence face significant barriers to safety and access to resources. Research demonstrates that Latinas experience intimate partner violence differently from their non-Latina counterparts. Barriers that include social isolation, language, discrimination, fear of deportation, dedication to family, and the cultural stigma of divorce mean that Latina victims are even less likely to report domestic violence and seek protection. They are also less likely to utilize domestic violence shelters.
- Northwest Family Services (NWFS) improves family stability and child well-being by focusing on the social determinants of health. Since 1983, NWFS has worked to reduce poverty through health, education, employment, and social justice services. Programs and services include health and social service navigation, culturally specific women and children's shelter who have experienced violence, youth prevention and intervention programs, outpatient alcohol and drug treatment, coalition support

for drug free communities, support for youth and families affected by incarceration, youth education and employment success, restorative justice, mental health services, job readiness and placement, couple's classes, parenting, healthy relationship education, and more. Services are offered in the greater Portland-Salem metro area in both English and Spanish.

3. Clackamas County (COUNTY) desires to have its citizens share in the benefits of RECIPIENT resources to enhance victim safety through the provision of culturally-specific services in cases of domestic violence, sexual assault, and stalking. The funded staff are stationed in the shelter house and provide direct services to residents and their children as they seek safety from abuse. Primary services include an emergency shelter residence and advocacy services that deal with immediate safety concerns as well as long-term self-sufficiency for families.
4. County General Fund dollars will be used to finance this Local RECIPIENT Grant Agreement.
5. This Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse RECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2019** and not later than **June 30, 2020**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program requirements are described in Exhibit A-1: Scope of Work and Exhibit A-2: Work Plan Quarterly Report. RECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations.
4. **Grant Funds.** The COUNTY's funding for this Agreement is **County General Funds**. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$100,000**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.
6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before RECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-

receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed.

8. **Funds Available and Authorized.** RECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned". All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
 - c) **Budget.** RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT Program Budget. RECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
 - d) **Allowable Uses of Funds.** RECIPIENT shall use funds only for those purposes authorized in this Agreement.
 - e) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
 - f) **Match.** Matching funds are not required for this Agreement.
 - g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
 - h) **Performance and Financial Reporting.** RECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: RECIPIENT Performance Reporting. RECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be submitted on RECIPIENT letterhead, must reference this agreement number, and be signed and dated by an authorized official of RECIPIENT.
 - i) **Audit.** RECIPIENT shall comply with the audit requirements prescribed by State and Federal law.

- j) **Monitoring.** RECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. The COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of RECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion.
- k) **Record Retention.** RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2020), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

11. Compliance with Applicable Laws

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

12. General Agreement Provisions

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents

or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.

- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
 - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
 - 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured, as well as the but only with respect to RECIPIENT's activities under this agreement.
 - 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 7) **Insurance Carrier Rating.** Coverage provided by RECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be

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


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

RECIPIENT

Northwest Family Services
6200 SE King Road
Portland, OR 97222

CLACKAMAS COUNTY

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

By: 
Rose Fuller, Executive Director

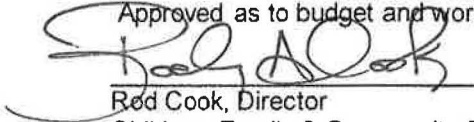
Signing on behalf of the Board:

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

Dated: 5/13/2019

Dated: _____

Approved as to budget and work plan:


Red Cook, Director
Children, Family & Community Connections

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

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

(Signature Page Attached)



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION

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

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of Brand Standardization with A-Dec, Inc. Dental Equipment
for Gladstone Pediatric Dental Equipment RFP**

Purpose/ Outcomes	To establish a brand standardization for dental equipment in the new Gladstone Pediatric Dental Clinic. Procurement Division anticipates publishing a Request for Proposal (“RFP”) for certified A-Dec Inc. resellers upon Board approval of the brand standardization.
Dollar Amount and Fiscal Impact	N/A
Funding Source	253-3010-08003-485300
Duration	Contract Solicitation through Contract Completion November 30, 2019
Previous Board Action	N/A
Strategic Plan Alignment	This project will provide the residents of the Gladstone area access to a full pediatric dental clinic.
Contact Person	Mark Danilin, Project Manager 503-742-5958

Background:

Currently H3S operates 3 dental clinics across Clackamas County. Each of these clinics currently use the A-dec brand of equipment for chairs and associated equipment. The Clackamas County dental professionals that rotate through these clinics are trained on this specific brand of equipment. In order to maintain the same level of care by the dental professionals, consistency is needed in the type of equipment used and encountered at each clinic as staff is rotated due to scheduling needs. Additionally A-dec equipment is available through multiple vendors, allowing for adequate competition in the marketplace.

Procurement Process:

The Procurement Division advertised the Notification of Brand Name Standardization according to ORS 279B.215 on May 16, 2019. The Notification was published for fourteen (14) days and received no protests. Upon Board approval of the Brand Name Specification, the Procurement Division anticipates publishing a Request for Proposals package specifying the A-Dec, Inc. brand. The Procurement Division has identified multiple proposers that meet the brand name specification qualification for the upcoming RFP and does not foresee vendor favoritism with this solicitation.

Recommendation:

Staff respectfully recommends the Board approve the request for a Brand Standardization with A-Dec Inc.

Respectfully,

Brant Sylvester
Clackamas County Procurement Analyst

Placed on the Agenda of _____ by the Procurement Division

Board Approval: _____