

November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Sub-recipient Agreement with  
Clackamas Women’s Shelter (CWS) and the Community Development Division  
ESG Funding for the CWS Homeless Shelter

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|--|--|
| <b>Purpose/ Outcome</b>                | The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance. |
| <b>Dollar Amount and Fiscal Impact</b> | Emergency Solutions Grant (ESG) funds of \$41,254 as a grant. No County General Funds are included in this Agreement   |
| <b>Funding Source</b>                  | U.S. Department of Housing and Urban Development ESG program funds   |
| <b>Duration</b>                        | July 1, 2020 to June 30, 2021  |
| <b>Previous Board Action/ Review</b>   | This project was approved with the 2020 Action Plan approval on April 30, 2020.  |
| <b>Strategic Plan Alignment</b>        | Increase self-sufficiency for our clients.<br>Ensure safe, healthy and secure communities.   |
| <b>County Review</b>                   | The Sub-recipient agreement was reviewed and approved by County Counsel<br>1. September 28, 2020<br>2. AN  |
| <b>Procurement Review</b>              | 1. Was the item processed through Procurement? <i>yes</i> <input type="checkbox"/> <i>no</i> <input checked="" type="checkbox"/><br>2. Item is a Subrecipient that was processed through Finance Grant Management  |
| <b>Contact Person</b>                  | Mark Sirois, Manager - Community Development: 503-655-8359   |
| <b>Contract No.</b>                    | H3S 9757   |

**BACKGROUND:** The Community Development Division of the Health, Housing and Human Services Department requests the approval of a Sub-recipient Agreement for eligible operating and maintenance expenditures for the CWS Homeless Shelter in Clackamas County, OR. In April of 2019 Clackamas Women’s Services (CWS) applied for Emergency Solutions Grant (ESG) funding to operate a homeless shelter for survivors of domestic violence in Clackamas County. CWS was awarded 2 years of funding for FY 2020 and FY 2021. Each year a new Sub-recipient Agreement is signed.

**PROJECT OVERVIEW:** The CWS Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling

It is expected that the funding under this ESG contract will assist approximately 60 survivors of domestic and sexual violence with shelter services during the program year.

*Healthy Families. Strong Communities.*

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

[www.clackamas.us](http://www.clackamas.us)

**RECOMMENDATION:** We recommend the approval of this Sub-recipient Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in blue ink that reads "Richard Swift, H3S Deputy / FOR". The signature is written in a cursive style.

Richard Swift, Director  
Health, Housing Human Services

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 21-007**

Project Name: **ESG FY2020**  
Project Number: **To Be Assigned**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health, Housing and Human Services Department,  
Community Development Division ("COUNTY")  
and Clackamas Women's Services, ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

**Clackamas County Data**

|  |   |
|--|---|
| Grant Accountant: <b>Ke'ala Adolpho</b>  | Program Manager: <b>Amy Council</b>   |
| Clackamas County – Finance<br>2051 Kaen Road<br>Oregon City, OR 97045<br>Phone 503-742-5410<br>kadolpho@clackamas.us | Clackamas County – Community Development<br>2051 Kaen Road, Suite 245<br>Oregon City, OR 97045<br>Phone 971-349-2949<br>acouncil@clackamas.us |

**Subrecipient Data**

|  |  |
|--|--|
| Finance/Fiscal Representative: <b>Carla Batcheller</b>   | Program Representative: <b>Angie Drake</b>   |
| Clackamas Women's Services<br>256 Warner Milne Road<br>Oregon City, OR 97045<br>Phone: 503-655-8600<br>Email: carlab@cwsor.org | Clackamas Women's Services<br>256 Warner Milne Road<br>Oregon City, OR 97045<br>Phone: 503-654-2807<br>Email: angied@cwsor.org |
| DUNS: 959059759  |  |

**RECITALS**

1. This Agreement is entered into between COUNTY and SUBRECIPIENT to provide a basis for a cooperative working relationship for the purpose of implementing the Emergency Solutions Grant program ("ESG") contained in Subpart B of Title IV of the Stewart B. McKinney Homeless Assistance Act, and regulations adopted under this Act at 24 CFR Part 576, dated October 26, 2011, as amended, and Public Law 100-77 as amended. The ESG program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters, provide essential social services to homeless individuals; and, provide homeless prevention and rapid re-housing assistance.
2. COUNTY has been awarded ESG funds from the United States Department of Housing and Urban Development ("HUD") authorized by Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378.
3. Funds provided by COUNTY shall be used for homelessness prevention by providing eligible individuals and families housing vouchers provided by the **CWS Homeless Shelter** in Clackamas County, OR.
4. In response to a Congressional directive, HUD has required all recipients of Stewart B. McKinney Homeless Assistance Act funds to implement a Homeless Management Information System ("HMIS").

HMIS is a community-wide software solution that is designed to collect client-level information on the characteristics and service needs of youth experiencing homelessness.

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

#### AGREEMENT

1. **Term and Effective Date.** This Agreement becomes effective when it is signed by both Parties. The term of this Agreement is a period beginning **July 1, 2020 and expires June 30, 2021**, a total of twelve (12) months.
2. **Program.** The Program is described in the 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, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UC-41-0003 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the Code of Federal Regulations ("CFR"), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, 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 the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UC-41-0003). The maximum, not to exceed, grant amount COUNTY will pay is \$41,254. 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. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
  - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
  - b. Mutual agreement by COUNTY and SUBRECIPIENT.
  - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
  - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of ESG funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- Has already accrued hereunder;
  - Comes into effect due to the expiration or termination of the Agreement; or
  - Otherwise survives the expiration or termination of this Agreement.

Following the termination of this Agreement, SUBRECIPIENT shall promptly identify all unexpended funds and return all unexpended funds to COUNTY. Unexpended funds are those funds received by SUBRECIPIENT under this Agreement that (i) have not been spent or expended in accordance with the terms of this Agreement; and (ii) are not required to pay allowable costs or expenses that will become due and payable as a result of the termination of this Agreement.

8. **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.
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 Section 7.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- That it is described in Section 501(c) of the Internal Revenue Code of 1954;
  - That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
  - That it has an accounting system and a voluntary board; and
  - That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- 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.
  - 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.
  - 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. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.
  - Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.

- e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **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.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY 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) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- p) **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 <http://www.sam.gov>.

- q) **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 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.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **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 the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.
- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

1. Client Eligibility Determinations and documentation;

2. Rental Assistance Agreements;
  3. Service and assistance provided;
  4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
  5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
  6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
  7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG, 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 COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 24 CFR 85.25 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

## 12. Compliance with Applicable Laws



- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **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.
- f) **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.
- g) **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.
- h) **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.

### 13. 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. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- 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.

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

- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to the County covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **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.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, 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.
- 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, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.

- 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.

d) **Subagreements**

- 1) **Approvals.** SUBRECIPIENT shall not enter into any subagreements with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such agreement.
  - 2) **Monitoring.** SUBRECIPIENT will monitor all subagreed services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions to correct areas of noncompliance.
  - 3) **Content.** SUBRECIPIENT shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subagreement executed in the performance of this Agreement.
  - 4) **Selection Process.** SUBRECIPIENT shall undertake to insure that all subagreements let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subagreements shall be forwarded to COUNTY along with documentation concerning the selection process.
- e) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- f) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.
- g) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- h) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

15. **Other Federal Requirements**

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.
- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective

communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency ("LEP") persons.

- d) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- e) **Environmental review responsibilities.**
  - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement ("EIS").
  - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- f) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-5) do not apply to the ESG program.
- g) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency ("EPA") at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- h) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- i) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601-4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.

- k) **Non-displacement.** SUBRECIPIENT agrees to minimize displacement and comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"), and implementing regulations at 49 CFR Part 24 and (b) the requirements of 24 CFR 576.408 governing the ESG program. SUBRECIPIENT shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for an ESG-assisted project. SUBRECIPIENT also agrees to comply with applicable COUNTY ordinances, resolutions, and policies concerning the displacement of persons from their residences. Any activity which may result in a displaced person (defined in paragraph l. of this section) must be reported to COUNTY prior to the commencement of the activity. COUNTY shall determine the relocation assistance as provided in 24 CFR 576.408(c). All such assistance shall be subtracted from the ESG funds provided to SUBRECIPIENT.
- l) **Displaced Person.** For purposes of paragraph k. of this section, the term "displaced person" means any person (family, individual, business, nonprofit organization, or farm, including any corporation, partnership, or association) that moves from real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under the ESG program. This includes any permanent, involuntary move for an assisted project, including any permanent move from the real property.
- m) **Real property acquisition requirements.** The acquisition of real property, whether funded privately or publicly, for a project assisted with ESG funds is subject to the URA and Federal government wide regulations at 49 CFR Part 24, subpart B.
- n) **Appeals.** A person who disagrees with COUNTY's (or SUBRECIPIENT's, if applicable) determination concerning whether the person qualifies as a displaced person, or the amount of relocation assistance for which the person may be eligible, may file a written appeal of that determination with the recipient under 49 CFR 24.10. A low-income person who disagrees with the recipient's determination may submit a written request for review of that determination by the appropriate HUD field office.

## 16. Civil Rights

- a) **Compliance.** SUBRECIPIENT agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Order 11375 and 12086.
- b) **Nondiscrimination.** SUBRECIPIENT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, nation origin, sex, disability, or other handicap, age, marital/familial status, or status with regard to public assistance. SUBRECIPIENT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agreementing agency setting forth the provisions of this nondiscrimination clause.
- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with

any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## 17. Affirmative Action

- a) **Plan.** SUBRECIPIENT agrees that it shall be committed to carry out pursuant to COUNTY's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.
- b) **Women and Minority Business Enterprises.** SUBRECIPIENT will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. SUBRECIPIENT may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- c) **Access to Records.** SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.
- d) **Notifications.** SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understandings, a notice, provided by the agency Agreementing officer, advising the labor union or worker's representative of SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) **EEO/AA Statement.** SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- f) **Subcontracting Provisions.** SUBRECIPIENT will include the provisions of Paragraph 23, Civil Rights, and 24, Affirmative Action, in every subcontract or purchase orders, specifically or by reference, so that such provisions will be binding upon each of its subrecipients or subcontractors.

## 18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with

Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

**c) Job Training and Employment for Low-income Residents -Section 3**

- 1) **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.
- 2) SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:  
  
*"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
- 3) SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- 4) SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.
- 5) **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.



- 6) **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.

*(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 Erlbaum  
Executive Director

**CLACKAMAS COUNTY**

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

Melissa Erlbaum 10/8/20  
\_\_\_\_\_  
Printed Name Date

256 Warner Milne Road

\_\_\_\_\_  
Street Address

Oregon City, OR 97045

\_\_\_\_\_  
City / State / Zip

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Rod Cook, Assistant Director  
Health, Housing & Human Service Department

\_\_\_\_\_  
Date

**Approved to Form:**

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
Date

- Exhibit A: SUBRECIPIENT Statement of Program Objectives & Requirements
  - Exhibit A.1 SUBRECIPIENT Scope of Work
  - Exhibit B: SUBRECIPIENT Program Budget
  - Exhibit C: Lobbying Certificate
  - Exhibit D: Required Financial Reporting and Reimbursement Request
  - Exhibit E: Subrecipient Performance Reporting
  - Exhibit F: Required Certifications
  - Exhibit G: Final Financial Report
- 
- Attachment A: ESG Policies

November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Amendment #1 with Clackamas Women's Services  
to Improve Criminal Justice Response to Domestic Violence

|  |   |
|--|---|
| <b>Purpose/Outcome</b>                 | Clackamas Women's Services will provide a .60 FTE Program Director, a .50 FTE Latina Legal Advocate, a .50 FTE Restraining Order Advocate, translation services, will purchase upgraded video court equipment, will provide assistance to 175 culturally-specific participants (including interpretation); assist 200 petitioners for protective orders; provide 10 trainings to law enforcement, prosecution, advocates, and other community partners to insure efficient and effective interventions and response to domestic violence. |
| <b>Dollar Amount and Fiscal Impact</b> | Amendment adds \$141,223 for a maximum value of \$260,542. No County General Fund involved and no match required.   |
| <b>Funding Source</b>                  | U.S. Department of Justice, Office on Violence Against Women Award No. 2019-WE-AZ-0017 Catalog of Domestic Federal Assistance (CFDA) # 16.590   |
| <b>Duration</b>                        | October 1, 2020 to September 30, 2022   |
| <b>Previous Board Action/Review</b>    | 121919-A2   |
| <b>Strategic Plan Alignment</b>        | 1. Individuals and families in need are healthy and safe<br>2. Ensure safe, healthy and secure communities  |
| <b>Counsel Review</b>                  | This Subrecipient Grant agreement has been reviewed and approved by County Counsel on October 14, 2020: AN  |
| <b>Procurement Review</b>              | Was the item processed through Procurement? No.<br>Federal Subrecipient grant amendment   |
| <b>Contact Person</b>                  | Adam Freer 562.676.7675   |
| <b>Contract No.</b>                    | H3S9492   |

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Federal Subrecipient Amendment #1 with Clackamas Women's Services to provide services to improve criminal justice response to domestic violence. Funding will provide legal advocacy for culturally-specific survivors, comprehensive training to law enforcement, prosecutors and other professionals, bring high-level professional training to the county, enhance the response to protective order petitioners at A Safe Place Family Justice Center, and provide vital language interpretation and translation to survivors of violence as part of a collaborative project.

This amendment is effective upon signature by all parties for services starting on October 1, 2020 and terminating on September 30, 2022. This Agreement has a maximum value of \$260,542.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, H3S Deputy / FOX

Richard Swift, Director  
Health, Housing & Human Services

**Subrecipient Grant Amendment (FY 20-22)  
H3S – Children, Family & Community  
Connections Division**

Subrecipient Grant Agreement Number: 20-023

Board Order Number:

Department/Division: H3S-CFCC

Amendment No. 1

Subrecipient: Clackamas Women's Services 9492

Amendment Requested By: Adam Freer

Changes:



Scope of Service



Agreement Budget



Agreement Time

( ) Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue OVW Improving Criminal Justice response services.

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

Maximum compensation is increased by \$141,223 for a revised maximum of \$260,542. It becomes effective October 1, 2020 and terminates September 30, 2022.

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

**AMEND:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than September 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.

**TO READ:**

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than ***September 30, 2022***, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**AMEND:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the Department of Justice The maximum, not to exceed, grant amount that COUNTY will pay \$119,317. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting, Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

- 4. Grant Funds.** COUNTY funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the Department of Justice. The maximum, not to exceed, grant amount that COUNTY will pay **\$260,542**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting, Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment.

**ADD:**

Exhibit A: Subrecipient Statement of Subrecipient Statement of Program Objectives (Years 2-3)

**PROJECT GOALS**

SUBRECIPIENT will use this award to strengthen the criminal justice response to domestic and sexual violence. Specifically, this project will support a 0.50 FTE Latina Legal Advocate, a 0.60 Program Director and a .50 FTE Restraining Order Advocate to provide direct services to culturally-specific survivors, participants seeking protective orders, and system-wide training focused on improving the response of the criminal justice system.

**Goals:**

SUBRECIPIENT's personnel on this project will provide support to survivors and the continuous improvement of the criminal justice response to violence, and additionally:

1. Latina Legal Advocate will work with 175 (prioritized) culturally-specific participants.
2. Latina Legal Advocate will attend monthly Latina Leadership Team meetings.
3. The CWS Program Director will organize/provide 10 trainings to law enforcement and a minimum of 15 consultations with systems-based partners.
4. Assist with the development and updating county policies, procedures, and protocols on sexual assault, domestic violence, dating violence, and stalking responses and the appropriate treatment of victims;
5. New .50 Restraining Order Advocate will work with 200 participants at A Safe Place Family Justice Center in applying for various protective orders.
6. Upgrade video court equipment to allow for contested protective order hearings at A Safe Place Family Justice Center;
7. Train court-based personnel and A Safe Place Family Justice Center partner agencies;
8. Further develop the multi-disciplinary High Risk Response Team;
9. Improve access to interpretation and translation services to survivors.

**ADD:**

Exhibit B: Subrecipient Program Budget (Years 2-3)

| <b>RECIPIENT BUDGET</b>   |  |                                  |   |
|---|--|----------------------------------|---|
| <b>Organization:</b> Clackamas Women's Services                           |  | <b>Contract #</b>                | <b>9492 A-1</b>                                   |
| <b>Funded Program Name:</b> OVW Improving Criminal Justice Response - CWS |  |                                  |   |
| <b>Program Contact:</b> Melissa Erlbaum                                   |  |                                  |   |
| <b>Agreement Term:</b> October 1, 2020 - September 30, 2022               |  |                                  |   |
|   |  | <b>Approved<br/>Award Amount</b> | <b>Approved<br/>Match Amount</b>                  |
| <b>Approved Award Budget Categories</b>                                   |  |                                  |   |
| <b>Personnel</b> (List salary, FTE & Fringe costs for each position)      |  |                                  | <i>No match is<br/>required on this<br/>award</i> |
| Program Director (.60 FTE @ \$45,000)                                     |  | \$56,460.00                      |   |
| Program Director fringe   |  | \$6,637.00                       |   |
| Program Director health benefits  |  | \$7,200.00                       |   |
| Latina Services Legal Advocate salary (.50 FTE @ \$40,000)                |  | \$41,800.00                      |   |
| Latina Services Legal Advocate fringe                                     |  | \$4,927.00                       |   |
| Latina Services Legal Advocate health benefits                            |  | \$6,000.00                       |   |
| Restraining Order Advocate salary (.50 FT @ \$40,000)                     |  | \$41,800.00                      |   |
| Restraining Order fringe  |  | \$4,927.00                       |   |
| Restraining Order Advocate health benefits                                |  | \$6,000.00                       |   |
| <b>Total Personnel Services</b>   |  | <b>\$175,751.00</b>              |   |
| <b>Administration</b>   |  |                                  |   |
| Administration (26.4% X Personnel Services costs)                         |  | \$46,368.00                      |   |
| <b>Supplies</b>   |  |                                  |   |
| Program Supplies  |  | \$7,028.00                       |   |
| <b>Travel</b>   |  |                                  |   |
| Conferences and Training  |  |                                  |   |
| Mileage   |  |                                  |   |
| Training consultant and LE training expenses                              |  | \$13,820.00                      |   |
| <b>Additional (please specify)</b>  |  |                                  |   |
| Translation   |  | \$17,575.00                      |   |
|   |  |                                  |   |
| <b>Total Programmatic Costs</b>   |  | <b>\$84,791.00</b>               |   |
| <b>Total Grant Costs</b>  |  | <b>\$260,542.00</b>              |   |

**REPLACE the following subsections of Exhibit D: Required Financial Reporting:**

2. Requests for reimbursement shall be submitted by the 15th of the month for the previous month. The final request for reimbursement shall be submitted by October 15, 2020 for September 30, 2020 expenses.
  
4. Request for Reimbursement shall be submitted electronically to:
  - [sradford@clackamas.us](mailto:sradford@clackamas.us)
  - [scottvan@clackamas.us](mailto:scottvan@clackamas.us)
  - [svandyke@clackamas.us](mailto:svandyke@clackamas.us)

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

**WITH:**

Exhibit D: Required Financial Reporting

2. Requests for reimbursement shall be submitted by the 15th of the month for the previous month. The final request for reimbursement shall be submitted by **October 15, 2022 for September 30, 2022** expenses.
  
4. Request for Reimbursement shall be submitted electronically to:
  - [sradford@clackamas.us](mailto:sradford@clackamas.us)
  - [svandyke@clackamas.us](mailto:svandyke@clackamas.us)

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.





**ADD:**

Exhibit E-1: Monthly Activity Report (Years 2-3)

**October 1, 2020 – September 30, 2022**

Agency: Clackamas Women's Services

Funded Service: OVW Improving Criminal Justice Responses – Latina Legal Advocate. Program Director and Restraining Order Advocate

Program Contact: Melissa Erlbaum

Contact Info: melissae@cwsor.org

*This report covers the fiscal **years** starting October 1, 2020 through September 30, 2022. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

Month:

1. Total number of participants served during the month with the funding allocated for this programming:  
  
Number of adult participants:  
Number of restraining orders assisted:
2. Activities that were conducted during the month with the funding allocated for this programming:
3. Any challenges and/or successes?

Person(s) completing this form:

Date report completed:

**ADD:**

**Exhibit E-2: FY 20-22 Quarterly Work Plan Report**

|   |  |
|---|--|
| <b>Children, Family and Community Connections</b>       |  |
| <b>Exhibit E-2: FY 20-22 Work Plan Quarterly Report</b> | Period: October 1, 2020 - September 30, 2022   |
| Provider: Clackamas Women's Services                    | Activity : OVW ICJR Latina Legal Advocate / Program Director/Restaining Order Advocate |
| Contact: Melissa Erlbaum/Catherine Koch                 |  |

| Activities/Outputs   | Intermediate Outcomes/Measurement Tool   | Oct-Dec 2020   | Jan-Mar 2021 | Apr-June 2021 | Jul-Sept 2021 | Subtotal | Oct-Dec 2021 | Jan-Mar 2022 | Apr-June 2022 | Jul-Sept 2022 | Subtotal | Total |
|--|--|--|--------------|---------------|---------------|----------|--------------|--------------|---------------|---------------|----------|-------|
| <b>LATINA LEGAL VICTIM ADVOCATE</b>  |  |  |              |               |               |          |              |              |               |               |          |       |
| By September 30, 2022, the Latina Legal Advocate will provide assistance to 175 culturally-specific participants (prioritized) out of A Safe Place Family Justice Center.  | 75% (131) of participants working with the Latina Legal Advocate will receive referrals to legal resources.<br><br>Source - records. | # unduplicated participants  |              |               |               |          |              |              |               |               |          |       |
|  |  | # participants connected with/referred to legal resources          |              |               |               |          |              |              |               |               |          |       |
|  |  | % of total participants connected with/referred to legal resources |              |               |               |          |              |              |               |               |          |       |
|  |  | # participants referred to the Legal Advocate by HRRT              |              |               |               |          |              |              |               |               |          |       |
|  |  | # participants referred to advocate through LAP process            |              |               |               |          |              |              |               |               |          |       |
| Latina Legal Advocate will attend 24 Latina Leadership Team meetings.<br><br>Source - Attendance sheets.   | Will participate in 90% (22) Latina Leadership Team meetings.  | # Latina Leadership Team meetings held                             |              |               |               |          |              |              |               |               |          |       |
|  |  | # Latina Leadership Team meetings attended                         |              |               |               |          |              |              |               |               |          |       |
|  |  | % Latina Leadership Team meetings attended                         |              |               |               |          |              |              |               |               |          |       |
| <b>PROGRAM DIRECTOR</b>  |  |  |              |               |               |          |              |              |               |               |          |       |
| By September 30, 2020, the Program Director will provide 10 trainings to law enforcement, prosecutors, advocates, medical personnel, parole and probation and first responders. Will provide minimum 15 consultations to systems-based partners. | 90% of training participants report that they have improved knowledge of training contents.<br><br>Source - training evaluations.    | # trainings provided   |              |               |               |          |              |              |               |               |          |       |
|  |  | # total participants in trainings                                  |              |               |               |          |              |              |               |               |          |       |
|  |  | # responding to training evaluations                               |              |               |               |          |              |              |               |               |          |       |
|  |  | # responding that they have improved knowledge of training content |              |               |               |          |              |              |               |               |          |       |
|  |  | # consultations to systems-based partners                          |              |               |               |          |              |              |               |               |          |       |

|   |   |   |  |  |  |  |  |  |  |   |   |   |   |
|---|---|---|--|--|--|--|--|--|--|---|---|---|---|
| <p>By <b>September 30, 2022</b>, the Program Director will participate in and represent CWS in multidisciplinary activities.</p>  | <p>Will participate in <b>16 Family Violence Coordinating Council</b> meetings or trainings, <b>16 Strangulation Response Initiative</b> meetings, <b>40 HRRT</b> meetings, and other multidisciplinary meetings and trainings.</p> | # FVCC meetings or events attended                                    |  |  |  |  |  |  |  | 0 | 0 | 0 |   |
|   |   | # SRI meetings attended   |  |  |  |  |  |  |  |   | 0 | 0 | 0 |
|   |   | # HRRT meetings attended  |  |  |  |  |  |  |  |   | 0 | 0 | 0 |
|   |   | # SART meetings attended  |  |  |  |  |  |  |  |   | 0 | 0 | 0 |
|   |   |   |  |  |  |  |  |  |  |   |   |   |   |
| <b>RESTRAINING ORDER ADVOCATE</b>   |   |   |  |  |  |  |  |  |  |   |   |   |   |
| <p>By <b>September 30, 2022</b>, the Restraining Order Advocate will work with <b>200 petitioners</b> for protective orders while working closely with Court Clerk and Victim Assistance Advocate at the FJC.</p> | <p><b>80% (160) of participants</b> working with the Restraining Order Advocate will receive the protective order they sought.</p>  | # of participant contacts, in-person, phone or virtually (duplicated) |  |  |  |  |  |  |  | 0 | 0 | 0 |   |
|   |   | # unduplicated participants   |  |  |  |  |  |  |  |   | 0 | 0 | 0 |
|   |   | # in-person protective orders assisted                                |  |  |  |  |  |  |  |   | 0 | 0 | 0 |
|   |   | % of assisted protective orders granted by court                      |  |  |  |  |  |  |  |   | 0 | 0 | 0 |
|   |   | # remote petitioners assisted with filing process                     |  |  |  |  |  |  |  |   | 0 | 0 | 0 |
|   |   | # restraining order process meetings attended (FJC)                   |  |  |  |  |  |  |  |   | 0 | 0 | 0 |

**REMOVE:**

Exhibit E-3: Quarterly Demographic Report

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

**SUBRECIPIENT**

Clackamas Women's Services

**CLACKAMAS COUNTY**

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

By:   
Melissa Erlbaum, Executive Director

Melissa Erlbaum 10-19-00  
Printed Name Date

256 Warner Milne Road  
Street Address

Oregon City, OR 97045  
City / State / Zip

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Rod Cook, Assistant Director  
Health, Housing & Human Service Department

\_\_\_\_\_  
Date

November 12th, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for a Revenue Agreement with CareOregon for Dental Health Expansion

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | The purpose of this agreement is to increase number of new patients, increase number of CareOregon member visits, increase the number of patients with diabetes to receive dental services, and ensure members in need of care coordination and outreach receive dental services.                 |
| <b>Dollar Amount and Fiscal Impact</b> | CareOregon will pay Clackamas County up to \$3.00 per member per month based on improvement of the stated goals.  |
| <b>Funding Source</b>                  | No County funds. CareOregon PMPM & Incentive payments   |
| <b>Duration</b>                        | January 1, 2020 – December 31, 2020   |
| <b>Previous Board Action</b>           | Previous Board Action on April 19, 2018 Agenda item – A4: 041918-A4 and November 29, 2018 Agenda item - A5: 112918-A5.  |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. Individuals and families in need are healthy and safe.</li> <li>2. Ensure safe, healthy and secure communities by increasing the number of new dental patients as well as ensure those in need of care coordination receive dental services.</li> </ol> |
| <b>Counsel Review</b>                  | <ol style="list-style-type: none"> <li>1. September 29, 2020</li> <li>2. KR</li> </ol>  |
| <b>Procurement Review</b>              | <ol style="list-style-type: none"> <li>1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>2. Original contract amount was direct procurement.</li> </ol>   |
| <b>Contact Person</b>                  | Deborah Cockrell, Health Center Director – 503-742-5495   |
| <b>Contract No.</b>                    | 8763_03   |

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #3 to a Revenue agreement with CareOregon for the Dental Home Payment Model. This amendment is an incentive to increase the number of new patients, increase the number of visits by CareOregon members, increase the number of patients with diabetes to receive dental services, and ensure CareOregon members in need of care coordination and outreach receive dental services. CCHCD will be compensated based on the payment model for patients receiving dental care. CCHCD will received up to \$3.00 per member per month (PMPM) based on meeting the improvement goals. CCHCS will also be eligible for additional bonus incentive payment.

*Healthy Families. Strong Communities.*

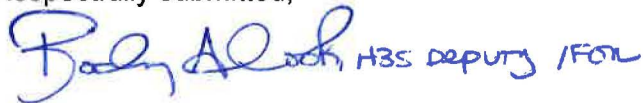
Clackamas County Health Centers Division has received \$348,434.85 from CareOregon under this agreement. We anticipate to receive between \$151,000.00 and \$311,000.00 with this contract extension depending on performance against metrics and actual member counts.

There is no maximum dollar value assigned to this agreement as it is based on number of members assigned and goals reached. Amendment #3 is effective January 1, 2020 and will terminate December 31, 2020. This agreement is retro-active due to receiving late from CareOregon.

**RECOMMENDATION:**

Staff recommends approval of this amendment.

Respectfully submitted,



Richard Swift, HHS Deputy / FOR

Richard Swift, Director  
Health, Housing & Human Services Department

**CareOregon  
Letter of Agreement**

#8763\_03

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County, by and through its Health, Housing and Human Services Department, Health Centers Division (Provider) for the period of January 1, 2020 to December 31, 2020, unless otherwise terminated as stipulated herein, and sets forth the understandings and commitments concerning funding and administration of the Dental Program Payment Incentive Program ("Program"). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a "Party" and collectively as the "Parties".

Project: 2020 Dental Program Payment Incentive  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number:  
CareOregon Contact: Alyssa Franzen  
Phone: 503-416-5908  
E-mail: franzena@careoregon.org

**I. Recitals:**

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO), a certified Coordinated Care Organization that has entered a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the "CCO Contract"), with the state of Oregon, acting by and through the Oregon Health Authority ("OHA").
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO Members enrolled in the Oregon Health Plan ("OHP").
- C. CareOregon is an entity sub-contracted with CareOregon Advantage (COA), a Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services (CMS).
- D. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain dental health services to eligible Members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- E. The Parties desire to contract with one another such that CareOregon provides financial incentives to Provider for meeting certain utilization and quality metrics as further described herein, all pursuant to the terms and conditions of this Agreement. Both Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon's other funding.



- II. **Program Description:** CareOregon's 2020 Dental Program Payment Incentive Program ("Program") is an alternative payment model designed to provide financial incentives to Provider based on certain metrics as further stipulated for herein. The intent of this Program is to increase Member visits and utilization of Covered Services while also improving the overall quality of dental health for eligible OHP Members. For purposes of this Agreement, "Members" shall mean a Member enrolled in OHP and eligible to receive services under this Program.
- III. **Program Objectives:** The goal of this initiative is to:
- i. Increase number of new patients and unique dental users.
  - ii. Increase number of member visits – including teledentistry visits.
  - iii. Increase number of patients with diabetes to receive dental services.
  - iv. Ensure members in need of care coordination and outreach by their provider receive dental services.

Now, therefore, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following;

**I. Payment and Terms:**

- A. CareOregon will pay Provider a per member per month ("PMPM") rate no greater than \$3.00 PMPM and, when appropriate, an Incentive Payment as further defined in Exhibit A.
  1. The PMPM rate shall be calculated using the total number of Members accounted for on the fifteenth (15<sup>th</sup>) day of each month in the calendar year of 2020.
  2. Provider PMPM and Incentive Payments are contingent upon CareOregon (Dental) in the Health Share service region obtaining a medical loss ratio (medical costs divided by revenue) of no more than 85% on risk revenue for calendar year 2020.
- B. Provider agrees that any payment provided by CareOregon in association with this Agreement shall be used exclusively to meet the Program Objectives for this Program and only a maximum of five (5) percent of payment received pursuant to this Agreement shall be used by Provider for indirect costs associated with this agreement.
- C. Provider agrees to use payments received pursuant to this Agreement on quality-related activities for oral health with the goal of working towards improving identified oral health Quality Measure targets, as defined in Exhibit A, or to expand oral health capacity and/or access. Provider will submit a written proposal outlining planned activities for approval prior to the release of the payment.
- D. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding. Any and all costs incurred by Provider which are not eligible for payment under this Agreement shall be the sole obligation of Provider. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Program expenses of any kind.

- II. Reporting Requirements. Provider agrees to submit access reports for third next available appointment, by individual clinician, to CareOregon Dental monthly and clinic-level access reports by appointment type weekly. Monthly data is due on the Monday prior to the third Wednesday of each month. Submitted data will be calculated during the second week of each respective month. Weekly data is due by Tuesday each week.

#### IV. General Provisions:

A. **Term.** This Agreement commences on January 1, 2020 (“Effective Date”) and shall remain in effect through December 31, 2020 (“Termination Date”) unless otherwise terminated as stipulated herein.

B. **Termination:**

1. Should Provider’s participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
3. Without prejudiced to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
  - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider’s Health Care Services Agreement with CareOregon; and (6) a material breach.
  - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider’s participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon’s satisfaction.
4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program’s revenue source.

5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid-promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

C. Representations and Warranties.

1. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
2. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
3. Should it be determined that Provider was ineligible to receive payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
4. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

D. **Confidentiality and Marketing.**

1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.

2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
  3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
  4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior to seek-written approval, unless applicable law requires such disclosure-In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.
  5. The terms of this Section C. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
- E. Force Majeure:** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and particulars therefore and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
- F. Amendments and Waivers.** No amendment, modification, discharge, or-waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification,-discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- G. Contact.** Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
- I. Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims

arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

- J. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- K. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent-contractors.
- L. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.

- M. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- N. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Agreed to on behalf of Clackamas County, by and through its Health Housing and Human Services Department, Clackamas Health Centers**

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: Eric C. Hunter

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

Title: Chief Executive Officer

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

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

**Exhibit A**  
**2020 Dental Home Payment Model Quality Measures**

**I. Quality Measure PMPMs and Targets.** Provider clinics must meet a 2020 year-end performance improvement target to receive the designated PMPM amount for each Quality Measure as defined below. The baseline period for all Quality Measure improvement targets is calendar year 2019 year-end performance.

| Portion of Total PMPM | PMPM Rate     | Quality Measure   | 2020 Clinic Target        | Alternate Tiered Targets/Payments |                          |                          |
|-----------------------|---------------|---|---------------------------|-----------------------------------|--------------------------|--------------------------|
|                       |               |   |                           | 75% (\$0.75) PMPM                 | 50% (\$0.50) PMPM        | 25% (\$0.25) PMPM        |
| 1/3                   | \$1.00        | Dental Service – Children                                     | 80% of 2019 clinic final  | 70% of 2019 clinic final          | 60% of 2019 clinic final | 50% of 2019 clinic final |
| 1/3                   | \$1.00        | Dental Service – Adults                                       | 80% of 2019 clinic final  | 70% of 2019 clinic final          | 60% of 2019 clinic final | 50% of 2019 clinic final |
| 1/3                   | \$1.00        | Dental Service – Members with Diabetes                        | 100% of 2019 clinic final | 90% of 2019 clinic final          | 80% of 2019 clinic final | 70% of 2019 clinic final |
| <b>100%</b>           | <b>\$3.00</b> | <b>Total combined potential PMPM for all Quality Measures</b> |                           |                                   |                          |                          |

**II. Quality Measure Specifications** The below specifications are used for 2020 year-end performance for each Quality Measure. All data require 90+ days continuous enrollment to be included in Quality Measures.

| Quality Measure                        | Specification Notes   |
|--|---|
| Dental Service – Adult                 | Numerator: Any dental claim/service<br>Denominator: Assigned adult members (age 21 and older on 12/31/20)   |
| Dental Service – Children              | Numerator: Any dental claim/service<br>Denominator: Assigned child members (age 1 through 20 on 12/31/20)   |
| Dental Service – Members with Diabetes | Numerator: Any dental claim/service<br>Denominator: Assigned adult members with diabetes as defined by the OHA metric specifications and provided to partners monthly |

**III. Incentive Payments:**

- A. CareOregon will pay Provider a \$500 for each Department of Human Services (DHS) child that receives a dental assessment within 60 days of placement by DHS (OHA CCO Incentive Measure specifications).
  - a. CareOregon will pay Provider an additional \$250 for each DHS child that receives a dental assessment within 30 days of placement by DHS.

- b. DHS children that meet the CCO Incentive Measure on claims in the 30 days prior to placement by DHS will be excluded from incentive payment.
- B. CareOregon will pay Provider \$100 for each member that CareOregon Dental staff supplies to the clinic for care coordination that completes a visit within its classification timeframe.
  - a. Classifications and timeframes include, but may not be limited to:
    - i. Pregnancy – visit within 9 months prior to delivery.
    - ii. PreManage/Urgent – visit within 30 days of ED visit/notification.
    - iii. PCP requests for dental services – visit within 30 days of PCP request.
    - iv. Assigned children identified and escalated through the Dental3 partnership and appear on the care coordination list – visit within 30 days of notification
    - v. Any other member that appears on the care coordination list - visit within 30 days of notification



**CareOregon  
Letter of Agreement**

#8763\_03

This Letter of Agreement (Agreement) is between CareOregon, Inc. (CareOregon) and Clackamas County, by and through its Health, Housing and Human Services Department, Health Centers Division (Provider) for the period of January 1, 2020 to December 31, 2020, unless otherwise terminated as stipulated herein, and sets forth the understandings and commitments concerning funding and administration of the Dental Program Payment Incentive Program ("Program"). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a "Party" and collectively as the "Parties".

Project: 2020 Dental Program Payment Incentive  
Provider Contact: Deborah Cockrell  
E-mail: dcockrell@co.clackamas.or.us

CareOregon Agreement Number:  
CareOregon Contact: Alyssa Franzen  
Phone: 503-416-5908  
E-mail: franzena@careoregon.org

**I. Recitals:**

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (HSO), a certified Coordinated Care Organization that has entered a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the "CCO Contract"), with the state of Oregon, acting by and through the Oregon Health Authority ("OHA").
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO Members enrolled in the Oregon Health Plan ("OHP").
- C. CareOregon is an entity sub-contracted with CareOregon Advantage (COA), a Medicare Advantage plan contracted with the Centers for Medicare and Medicaid Services (CMS).
- D. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain dental health services to eligible Members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- E. The Parties desire to contract with one another such that CareOregon provides financial incentives to Provider for meeting certain utilization and quality metrics as further described herein, all pursuant to the terms and conditions of this Agreement. Both Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon's other funding.

- II. Program Description:** CareOregon's 2020 Dental Program Payment Incentive Program ("Program") is an alternative payment model designed to provide financial incentives to Provider based on certain metrics as further stipulated for herein. The intent of this Program is to increase Member visits and utilization of Covered Services while also improving the overall quality of dental health for eligible OHP Members. For purposes of this Agreement, "Members" shall mean a Member enrolled in OHP and eligible to receive services under this Program.
- III. Program Objectives:** The goal of this initiative is to:
- i. Increase number of new patients and unique dental users.
  - ii. Increase number of member visits – including teledentistry visits.
  - iii. Increase number of patients with diabetes to receive dental services.
  - iv. Ensure members in need of care coordination and outreach by their provider receive dental services.

Now, therefore, in consideration of the mutual covenants and conditions set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following;

**I. Payment and Terms:**

- A. CareOregon will pay Provider a per member per month ("PMPM") rate no greater than \$3.00 PMPM and, when appropriate, an Incentive Payment as further defined in Exhibit A.
  1. The PMPM rate shall be calculated using the total number of Members accounted for on the fifteenth (15<sup>th</sup>) day of each month in the calendar year of 2020.
  2. Provider PMPM and Incentive Payments are contingent upon CareOregon (Dental) in the Health Share service region obtaining a medical loss ratio (medical costs divided by revenue) of no more than 85% on risk revenue for calendar year 2020.
- B. Provider agrees that any payment provided by CareOregon in association with this Agreement shall be used exclusively to meet the Program Objectives for this Program and only a maximum of five (5) percent of payment received pursuant to this Agreement shall be used by Provider for indirect costs associated with this agreement.
- C. Provider agrees to use payments received pursuant to this Agreement on quality-related activities for oral health with the goal of working towards improving identified oral health Quality Measure targets, as defined in Exhibit A, or to expand oral health capacity and/or access. Provider will submit a written proposal outlining planned activities for approval prior to the release of the payment.
- D. Provider agrees this payment is for the time period outlined above only and does not imply or guarantee ongoing funding. Any and all costs incurred by Provider which are not eligible for payment under this Agreement shall be the sole obligation of Provider. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Program expenses of any kind.

- II. Reporting Requirements. Provider agrees to submit access reports for third next available appointment, by individual clinician, to CareOregon Dental monthly and clinic-level access reports by appointment type weekly. Monthly data is due on the Monday prior to the third Wednesday of each month. Submitted data will be calculated during the second week of each respective month. Weekly data is due by Tuesday each week.

#### **IV. General Provisions:**

**A. Term.** This Agreement commences on January 1, 2020 (“Effective Date”) and shall remain in effect through December 31, 2020 (“Termination Date”) unless otherwise terminated as stipulated herein.

**B. Termination:**

1. Should Provider’s participation in the CareOregon Provider Agreement terminate, this funding will cease immediately upon written notification of termination and Provider agrees to refund any paid amounts prorated from the date of termination to the end of the period outlined above.
2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
3. Without prejudiced to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
  - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider’s Health Care Services Agreement with CareOregon; and (6) a material breach.
  - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider’s participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon’s satisfaction.
4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program’s revenue source.

5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid-promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.

C. Representations and Warranties.

1. **General Warranty.** Provider represents and warrants that Provider and its Principals possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.
2. Provider expressly represents and warrants to CareOregon that Provider is eligible to participate in and receive payment pursuant to this Agreement. In so doing, Provider certifies by entering into this Agreement that neither it nor its Principals are: (1) placed on the Tier Monitoring System by CareOregon's Peer Review Committee;(2) have documented contract and/or compliance issues; or,(3) are presently declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency.
3. Should it be determined that Provider was ineligible to receive payments from CareOregon pursuant to this Agreement, Provider expressly agrees to promptly repay all such payments disbursed to it under this Agreement.
4. If Provider is placed on the Tier Monitoring System by CareOregon's Peer Review Committee or has documented contract and/or compliance issues, all funding associated with this Agreement will be discontinued until Provider is removed from the CareOregon Tier Monitoring System or has resolved compliance issue(s) to CareOregon's satisfaction. Any discontinued funding that has been withheld will not be disbursed.

D. Confidentiality and Marketing.

1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.

2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
  3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
  4. In addition to the above, both Parties agree that this Agreement and all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior to seek-written approval, unless applicable law requires such disclosure-In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.
  5. The terms of this Section C. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
- E. Force Majeure:** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and particulars therefore and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
- F. Amendments and Waivers.** No amendment, modification, discharge, or-waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification,-discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
- G. Contact.** Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
- H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
- I. Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims

arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's' obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall not be limited by reason of any insurance coverage required under this Agreement and shall survive termination of this Agreement.

- J. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- K. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent-contractors.
- L. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.

- M. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- N. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**Agreed to on behalf of Clackamas County, by and through its Health Housing and Human Services Department, Clackamas Health Centers**

**Agreed to on behalf of CareOregon, Inc.:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: Eric C. Hunter

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

Title: Chief Executive Officer

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

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

**Exhibit A**  
**2020 Dental Home Payment Model Quality Measures**

**I. Quality Measure PMPMs and Targets.** Provider clinics must meet a 2020 year-end performance improvement target to receive the designated PMPM amount for each Quality Measure as defined below. The baseline period for all Quality Measure improvement targets is calendar year 2019 year-end performance.

| Portion of Total PMPM | PMPM Rate     | Quality Measure   | 2020 Clinic Target        | Alternate Tiered Targets/Payments |                          |                          |
|-----------------------|---------------|---|---------------------------|-----------------------------------|--------------------------|--------------------------|
|                       |               |   |                           | 75% (\$0.75) PMPM                 | 50% (\$0.50) PMPM        | 25% (\$0.25) PMPM        |
| 1/3                   | \$1.00        | Dental Service – Children                                     | 80% of 2019 clinic final  | 70% of 2019 clinic final          | 60% of 2019 clinic final | 50% of 2019 clinic final |
| 1/3                   | \$1.00        | Dental Service – Adults                                       | 80% of 2019 clinic final  | 70% of 2019 clinic final          | 60% of 2019 clinic final | 50% of 2019 clinic final |
| 1/3                   | \$1.00        | Dental Service – Members with Diabetes                        | 100% of 2019 clinic final | 90% of 2019 clinic final          | 80% of 2019 clinic final | 70% of 2019 clinic final |
| <b>100%</b>           | <b>\$3.00</b> | <b>Total combined potential PMPM for all Quality Measures</b> |                           |                                   |                          |                          |

**II. Quality Measure Specifications** The below specifications are used for 2020 year-end performance for each Quality Measure. All data require 90+ days continuous enrollment to be included in Quality Measures.

| Quality Measure                        | Specification Notes   |
|--|---|
| Dental Service – Adult                 | Numerator: Any dental claim/service<br>Denominator: Assigned adult members (age 21 and older on 12/31/20)   |
| Dental Service – Children              | Numerator: Any dental claim/service<br>Denominator: Assigned child members (age 1 through 20 on 12/31/20)   |
| Dental Service – Members with Diabetes | Numerator: Any dental claim/service<br>Denominator: Assigned adult members with diabetes as defined by the OHA metric specifications and provided to partners monthly |

**III. Incentive Payments:**

- A. CareOregon will pay Provider a \$500 for each Department of Human Services (DHS) child that receives a dental assessment within 60 days of placement by DHS (OHA CCO Incentive Measure specifications).
  - a. CareOregon will pay Provider an additional \$250 for each DHS child that receives a dental assessment within 30 days of placement by DHS.



- b. DHS children that meet the CCO Incentive Measure on claims in the 30 days prior to placement by DHS will be excluded from incentive payment.
- B. CareOregon will pay Provider \$100 for each member that CareOregon Dental staff supplies to the clinic for care coordination that completes a visit within its classification timeframe.
  - a. Classifications and timeframes include, but may not be limited to:
    - i. Pregnancy – visit within 9 months prior to delivery.
    - ii. PreManage/Urgent – visit within 30 days of ED visit/notification.
    - iii. PCP requests for dental services – visit within 30 days of PCP request.
    - iv. Assigned children identified and escalated through the Dental3 partnership and appear on the care coordination list – visit within 30 days of notification
    - v. Any other member that appears on the care coordination list - visit within 30 days of notification

November 12, 2020

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #6 to an Intergovernmental Agreement with  
The State of Oregon, Housing and Community Services Department to  
Provide Grant Funding Up to A Not to Exceed Amount

|  |   |
|--|---|
| <b>Purpose/Outcomes</b>                | Approval of Amendment #6, providing grant funding up to an amount Not to Exceed \$25,987,168. The fund streams provide for items such as direct rental assistance, food, non-food essential items, and energy assistance to eligible low-income or individuals or households at risk of homelessness, impacted by COVID-19.   |
| <b>Dollar Amount and Fiscal Impact</b> | Not to Exceed \$25,987,168  |
| <b>Funding Source</b>                  | State of Oregon, Housing and Community Services Department, Community Resources Division – Previously awarded COVID-19 funding and future funding which may or may not be COVID-19 related.   |
| <b>Duration</b>                        | May 1, 2020 to June 30, 2021  |
| <b>Previous Board Action</b>           | The original agreement was approved by the Board of County Commissioners on August 15, 2019. Amendment #1 approval, May 21, 2020. Amendment #2 approval, June 4, 2020. Amendment #3 approval, June 9, 2020, Amendment #4 approval, July 16, 2020, Amendment #5 approval by County Administrator on October 8, 2020.   |
| <b>Strategic Plan Alignment</b>        | <ol style="list-style-type: none"> <li>1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities</li> </ol> |
| <b>Counsel Review</b>                  | The amendment was approved October 22, 2020 (AN).   |
| <b>Procurement Review</b>              | <ol style="list-style-type: none"> <li>1. Was this item processed through Procurement? No</li> <li>2. If no, provide brief explanation: This is a Revenue amendment. Not subject to Procurement Review.</li> </ol>  |
| <b>Contact Person</b>                  | Brenda Durbin, Director, Social Services Division (503) 655-8641  |
| <b>Contract No.</b>                    | H3S# 9302, State# 5084  |

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services Department requests approval of Amendment #6 to an Intergovernmental Agreement (IGA) with the State of Oregon Housing and Community Services Department (OHCS).

Amendment #6 provides grant funding up to an amount Not to Exceed (NTE) \$25,987,168. The NTE amount includes previous COVID-19 grant revenue funding from OHCS that was approved by the Board of Commissioners in Amendments #1 - #4. OHCS is adding the previous funding as part of the NTE, and at the same time incorporating a buffer into the NTE amount, which will accommodate any additional allocations to Social Services for existing funding that may not be foreseen.

The agreement was approved by County Counsel on October 22, 2020 and Emergency Operations Command on October 27, 2020.

**RECOMMENDATION:**

Staff recommends the approval of Amendment #6, and that Gary Schmidt, County Administrator, or his designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



Richard Swift, H3S Deputy / FOL

Richard Swift, Director  
Health, Housing and Human Services Department



**State of Oregon  
Oregon Housing and Community Services Department  
Master Grant Agreement  
Amendment No. 6**

This is Amendment No. 6 (the “Amendment”) to the Master Grant Agreement No. 5084, dated July 1, 2019 (the “Agreement” or “MGA”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“OHCS” or “Department”), and **Clackamas County**, acting by and through its Health, Housing and Human Services Department, (“Subgrantee”).

**Recitals:** OHCS and Subgrantee have agreed to amend the Agreement to increase the amount of grant funding provided to Subgrantee.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as: New Language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and **striking** unless a section is replaced in its entirety:
  - a. Amend Section 3, entitled Consideration, as follows:
 

**3. Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$25,987,168.00** [~~\$19,990,129.00~~]. The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Grant Program periods, funding formulas, or otherwise as applicable.
2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subgrantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when take together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

Certification: By signature on this Amendment, the undersigned hereby certifies for Subgrantee under penalty of perjury that the undersigned is authorized to act on behalf of Subgrantee and that Subgrantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

*[Signature page follows]*

**SIGNATURES**

**SUBGRANTEE:**

**Clackamas County**

Authorized Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 By (print name): Gary Schmidt  
 Title: County Administrative Officer  
 Email: gschmidt@clackamas.us  
 TIN#: 93-6002286

**OHCS:**

**State of Oregon acting by and through its  
Housing and Community Services Department**

Authorized Signature: \_\_\_\_\_  
 Margaret Salazar, Director or designee Date

Reviewed and Approved By: Andrea Bell, Director of Housing Stabilization via email 10/13/2020  
 Contract Administrator Date

**DEPARTMENT OF JUSTICE**

Approved as to Legal Sufficiency By: Hannah P. Fenley, via email 1 008/2020  
 Assistant Attorney General Date