

September 26, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agreement #18609 with Ride Connection, Inc. to Provide Funding for non-Emergency Medical Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People to provide non-Emergency Medical Rides to assist older and disabled county residents in meeting their transportation needs to conduct medical appointments.
Dollar Amount and Fiscal Impact	The total agreement is \$72,211. State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
Funding Source	Federal 5311 Transportation Funds - \$8,265 of Social Services-Transportation Reaching People Special Transportation Formula (STF) Funds are used to meet match requirements. No County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	011719-A1
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved the agreement on 9/11/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	9455

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreement #18609 with Ride Connection, Inc. This agreement provides pass through funding State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 funding specifically for non-emergency medical rides provided by the Social Services Transportation Reaching People (TRP) program. This agreement provides continuation funding for the portion of the rides that are provided inside the TriMet District to areas that have been designated high equity needs area by the TriMet HD2017 Transit Advisory Committee. This project helps riders to remain independent in meeting their medical treatment needs for as long as possible.

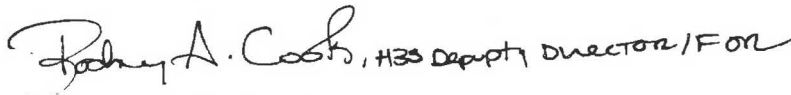
The TRP program provides rides in either a lift equipped mini-buses or mini-vans driven by paid staff as well as with volunteer drivers providing rides in their own vehicles. TRP provides transportation to medical facilities located throughout the county and in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This contract is late due to Ride Connection not being able to release agreements/modifications to its sub-contractors until their funding source released their contract and approved the Subrecipient agreements issued by Ride Connection. The maximum funding for this agreement is \$72,211. The term of the agreement is July 1, 2019 to June 30, 2020. County Council reviewed and approved these modifications on September 11, 2019. No County General Funds are involved. Matching funds of \$8,265 are provided by TRP's Special Transportation Formula (STF) Agreement. This agreement provides the first year of the two-year grant funding that was awarded during the January 2019 application cycle.

RECOMMENDATION:

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

Respectfully submitted,

 Rodney A. Cook, H3S Deputy Director / For

Richard Swift, Director
Health Housing & Human Services

**SERVICES AGREEMENT #18609
BETWEEN
Ride Connection, Inc. and Clackamas County Social Services**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division ("Contractor")

RECITALS:

1. Ride Connection and Contractor enter into this Contractor Agreement (the "Agreement") for the purpose of procuring Contractor's services, for which payment in whole or part shall be from Federal Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Contractor during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Contractor, other than the initial scope of Services attached in Exhibit A.
 - 1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Contractor shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.
- B. Scope of Services and Changes - Contractor is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Requirements, attached as Exhibit B. Contractor agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Contractor must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Contractor's independent obligation to follow all applicable laws as required by this section.
- C. Schedule - Contractor and Ride Connection agree that time is of the essence for all

regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Contractor acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- (ii) Contractor also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Contractor, to the extent the Federal Government deems appropriate.
 - (iii) Contractor agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- 6) Subagreement insurance - Contractor shall require the other party, or parties, to each of its subagreements to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this agreement. Any insurance obtained by the other party to Contractor's subagreements, if any, shall not relieve Contractor of the requirements of Exhibit C to this Agreement. The other party to any subagreement with Contractor, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.
- F. ODOT Not A Party - Contractor and Ride Connection acknowledge and agree that notwithstanding any concurrence by ODOT in or approval of the solicitation or award of this Agreement, absent the express written consent by ODOT, ODOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Contractor, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Contractor shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports may include any of the following types of information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Contractor.

4. Compensation

- A. The total Project Cost is estimated at **\$80,476**. In accordance with the terms and conditions of this agreement, Ride Connection shall provide Contractor an amount not to exceed **\$72,211** in Grant Funds for eligible costs. Contractor shall provide matching funds for all Project Costs as described in Exhibit A, in the amount of **\$8,265**.
- B. Ride Connection shall pay Contractor for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from ODOT for Contractor's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. The Grant Funds shall be solely used for the Project described in Exhibit A and shall not be used for any other purpose. No other costs, rates, or fees shall be payable to the Contractor. Except as set forth in this Agreement, Contractor shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- C. Payment Terms - Contractor shall submit to Ride Connection all vehicle maintenance invoices and any other documentation requested by Ride Connection. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Contractor shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Contractor, and its lower-tier subcontractors and suppliers of any tier, for any portion of Contractor's Services.
- D. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Contractor if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Contractor's performance. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT or otherwise incur costs from ODOT withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

investigations and defense, but not limited to the liabilities enumerated above, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Contractor and such subcontractor(s) procured pursuant to this Agreement.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending State or that Contractor's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or it is in the best interests of the State to do so. State reserves all rights to pursue claims it may have against Contractor's subcontractor if State assumes to elect its own defense.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of Ride Connection, nor purport to act as legal representative of Ride Connection, without the prior written consent from Ride Connection. Ride Connection, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending Ride Connection or that Contractor's subcontractor is not adequately defending Ride Connection's interests, or that it is in the best interests of Ride Connection to do so. Ride Connection reserves all rights to pursue claims it may have against Contractor's subcontractor if Ride Connection assumes to elect its own defense.

- C. Indemnatee Consent - Contractor shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, ODOT, Ride Connection, without the prior written consent of the Oregon Attorney General, or Ride Connection.
- D. Limitation on Indemnification - Contractor's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Contractor pursuant to this Agreement shall operate to amend the Contractor's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Contractor regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

herein or any extension thereof;

- (ii) Contractor fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- (iii) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- (iv) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- (v) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- (vi) Contractor takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Contractor may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11. Compliance with Laws

- A. **Governing law** - This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.
- B. **Federal laws and regulations** - In addition to those elsewhere specified, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, as applicable without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable:
 - (i) Title VI of the Civil Rights Act of 1964;
 - (ii) Section V of the Rehabilitation Act of 1973;
 - (iii) Americans with Disabilities Act of 1990 and ORS 659a.142;
 - (iv) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations;
 - (v) Clean Air Act (42 U.S.C. 7401-7671q);
 - (vi) Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
 - (vii) Executive Order 11738;

13. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' as indicated below:

Ride Connection:
Scott Gates
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Contractor:
Stefanie Reid
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045

14. No Third Party Beneficiary

Ride Connection and Contractor are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

15. Assignment

Contractor may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

16. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in

21. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Insurance); 11A (Governing Law); 16 (Dispute Resolution); and 22 (Surviving Provisions).

23. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

24. Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

September 26, 2019

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18608 with Ride Connection, Inc. to Provide Funding for
Dedicated Dialysis Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People to provide Dedicated Dialysis Rides to assist older and disabled county residents in meeting their transportation needs to receive dialysis treatment.
Dollar Amount and Fiscal Impact	The total agreement is \$70,567. State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
Funding Source	Federal 5311 Transportation Funds - \$8,077 of Social Services-Transportation Reaching People Special Transportation Formula (STF) Funds are used to meet match requirements. No County General Funds are involved.
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	011719-A1
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved the agreement on 9/11/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	9454

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreement #18608 with Ride Connection, Inc. This agreement pass through funding State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 funding specifically for dedicated dialysis rides provided by the Social Services Transportation Reaching People (TRP) program. This agreement provides continuation funding for the portion of the rides that are provided inside the TriMet District to areas that have been designated high equity needs area by the TriMet HD2017 Transit Advisory Committee. This project helps riders to remain independent in meeting their dialysis treatment needs for as long as possible.

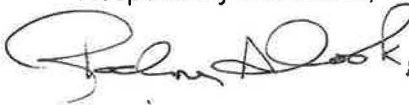
The TRP program provides rides in either a lift equipped mini-buses or mini-vans driven by paid staff as well as with volunteer drivers providing rides in their own vehicles. TRP provides transportation to dialysis clinics located throughout the county and in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This contract is late due to Ride Connection not being able to release agreements/modifications to its sub-contractors until their funding source released their contract and approved the Subrecipient agreements issued by Ride Connection. The maximum funding for this agreement is \$70,567. The term of the agreement is July 1, 2019 to June 30, 2020. County Council reviewed and approved these modifications on September 11, 2019. No County General Funds are involved. Matching funds of \$8,077 are provided by TRP's Special Transportation Formula (STF) Agreement. This agreement provides the first year of the two-year grant funding that was awarded during the January 2019 application cycle.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, H3S Deputy Director/For

Richard Swift, Director
Health Housing & Human Services

**SERVICES AGREEMENT #18608
BETWEEN
Ride Connection, Inc. and Clackamas County Social Services**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division ("Contractor")

RECITALS:

1. Ride Connection and Contractor enter into this Contractor Agreement (the "Agreement") for the purpose of procuring Contractor's services, for which payment in whole or part shall be from Federal Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Contractor during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Contractor, other than the initial scope of Services attached in Exhibit A.
 - 1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Contractor shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.
- B. Scope of Services and Changes - Contractor is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Requirements, attached as Exhibit B. Contractor agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Contractor must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Contractor's independent obligation to follow all applicable laws as required by this section.
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2. Inspection of Records and Services

- A. Recordkeeping Term - Contractor shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports may include any of the following types of information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Contractor.

4. Compensation

- A. The total Project Cost is estimated at **\$78,644**. In accordance with the terms and conditions of this agreement, Ride Connection shall provide Contractor an amount not to exceed **\$70,567** in Grant Funds for eligible costs. Contractor shall provide matching funds for all Project Costs as described in Exhibit A, in the amount of **\$8,077**.
- B. Ride Connection shall pay Contractor for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from ODOT for Contractor's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. The Grant Funds shall be solely used for the Project described in Exhibit A and shall not be used for any other purpose. No other costs, rates, or fees shall be payable to the Contractor. Except as set forth in this Agreement, Contractor shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- C. Payment Terms - Contractor shall submit to Ride Connection all vehicle maintenance invoices and any other documentation requested by Ride Connection. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Contractor shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Contractor, and its lower-tier subcontractors and suppliers of any tier, for any portion of Contractor's Services.
- D. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Contractor if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Contractor's performance. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT or otherwise incur costs from ODOT withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

investigations and defense, but not limited to the liabilities enumerated above, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Contractor and such subcontractor(s) procured pursuant to this Agreement.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending State or that Contractor's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or it is in the best interests of the State to do so. State reserves all rights to pursue claims it may have against Contractor's subcontractor if State assumes to elect its own defense.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of Ride Connection, nor purport to act as legal representative of Ride Connection, without the prior written consent from Ride Connection. Ride Connection, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending Ride Connection or that Contractor's subcontractor is not adequately defending Ride Connection's interests, or that it is in the best interests of Ride Connection to do so. Ride Connection reserves all rights to pursue claims it may have against Contractor's subcontractor if Ride Connection assumes to elect its own defense.

- C. Indemnitee Consent - Contractor shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, ODOT, Ride Connection, without the prior written consent of the Oregon Attorney General, or Ride Connection.
- D. Limitation on Indemnification - Contractor's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Contractor pursuant to this Agreement shall operate to amend the Contractor's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Contractor regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

herein or any extension thereof;

- (ii) Contractor fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- (iii) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- (iv) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- (v) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- (vi) Contractor takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Contractor may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11. Compliance with Laws

- A. **Governing law** - This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.
- B. **Federal laws and regulations** - In addition to those elsewhere specified, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, as applicable without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable:
 - (i) Title VI of the Civil Rights Act of 1964;
 - (ii) Section V of the Rehabilitation Act of 1973;
 - (iii) Americans with Disabilities Act of 1990 and ORS 659a.142;
 - (iv) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations;
 - (v) Clean Air Act (42 U.S.C. 7401-7671q);
 - (vi) Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
 - (vii) Executive Order 11738;

13. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' as indicated below:

Ride Connection:
Scott Gates
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Contractor:
Stefanie Reid
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045

14. No Third Party Beneficiary

Ride Connection and Contractor are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

15. Assignment

Contractor may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

16. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct negotiations as set forth above, all remaining controversies or claims shall then be submitted to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in

21. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Insurance); 11A (Governing Law); 16 (Dispute Resolution); and 22 (Surviving Provisions).

23. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

24. Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

September 26, 2018

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Agreement #18598 (Urban) & #18599 (Rural) with Ride Connection, Inc. to Provide Funding for Vehicle Maintenance of Ride Connection owned Vehicles Operated by both Urban & Rural Community-based Clackamas County Transportation Consortium members

Purpose/Outcomes	Vehicle Maintenance support to the Social Services-Transportation Reaching People and Community Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Agreement Amounts: \$22,750(Urban) & \$21,600(Rural). The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
Funding Source	Federal Transit Administration 5310 Grant. No County General Funds are involved
Duration	Effective July 1, 2019 and terminates on June 30, 2020
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	County Counsel reviewed and approved the agreement on 9/11/19
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 9000

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18598 (Urban) & #18599 (Rural) with Ride Connection, Inc. to provide pass through funding for vehicle maintenance of the vehicles owned by Ride Connection and operated by the rural and urban community-based members of the Clackamas County Transportation Consortium. These agreements will provide reimbursement funding to Consortium members for the routine maintenance of specified vehicles used for transportation services provided to seniors and persons with disabilities.

Transportation services are offered to area seniors and persons with disabilities who have limited or no access to public transportation. Any disabled adult, or person over the age of 60, living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Transportation services provide a link for residents to access other services that meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

Healthy Families. Strong Communities.

This contract is late due to Ride Connection not being able to release agreements/modifications to its sub-contractors until their funding source released their contract and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its contracts for FY19-20. The maximum funding for agreement #18598 (Urban) is \$22,750 & #18599 (Rural) is \$21,600. The term of the agreements is July 1, 2019 to June 30, 2020. County Council reviewed and approved both agreements on September 11, 2019. No County General Funds are involved. Matching funds are deducted from the vehicle maintenance reimbursements to meet the match requirement. This agreement provides the second year of the two-year grant funding that was awarded during the January 2017 application cycle.

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 Director / For

Richard Swift, Director
Health, Housing and Human Services

**SERVICES AGREEMENT No. 18598
BETWEEN
Ride Connection, Inc. and Clackamas County Consortium**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division, ("Contractor")

RECITALS:

1. Ride Connection and Contractor enter into this Contractor Agreement (the "Agreement") for the purpose of procuring Contractor's services, for which payment in whole or part shall be from Federal Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Contractor during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Contractor, other than the initial scope of Services attached in Exhibit A.
 - 1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Contractor shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.
- B. Scope of Services and Changes - Contractor is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Requirements, attached as Exhibit B. Contractor agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Contractor must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Contractor's independent obligation to follow all applicable laws as required by this section.

Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Contractor acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- (ii) Contractor also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Contractor, to the extent the Federal Government deems appropriate.
 - (iii) Contractor agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- 6) Subagreement insurance - Contractor shall require the other party, or parties, to each of its subagreements to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this agreement. Any insurance obtained by the other party to Contractor's subagreements, if any, shall not relieve Contractor of the requirements of Exhibit C to this Agreement. The other party to any subagreement with Contractor, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.
- F. ODOT Not A Party - Contractor and Ride Connection acknowledge and agree that notwithstanding any concurrence by ODOT in or approval of the solicitation or award of this Agreement, absent the express written consent by ODOT, ODOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Contractor, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Contractor shall maintain intact and readily accessible a complete

or state laws, regulations, rules, circulars or directives. Contractor agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports may include any of the following types of information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Contractor.

4. Compensation

- A. The total Project Cost is estimated at **\$25,354**. In accordance with the terms and conditions of this agreement, Ride Connection shall provide Contractor an amount not to exceed **\$22,750** in Grant Funds for eligible costs. Contractor shall provide matching funds for all Project Costs as described in Exhibit A, in the amount of **\$2,604**.
- B. Ride Connection shall pay Contractor for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from ODOT for Contractor's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. The Grant Funds shall be solely used for the Project described in Exhibit A and shall not be used for any other purpose. No other costs, rates, or fees shall be payable to the Contractor. Except as set forth in this Agreement, Contractor shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- C. Payment Terms - Contractor shall submit to Ride Connection all vehicle maintenance invoices and any other documentation requested by Ride Connection. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Contractor shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Contractor, and its lower-tier subcontractors and suppliers of any tier, for any portion of Contractor's Services.
- D. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Contractor if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Contractor's performance. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT or otherwise incur costs from ODOT withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense, but not limited to the liabilities enumerated above, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Contractor and such subcontractor(s) procured pursuant to this Agreement.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending State or that Contractor's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or it is in the best interests of the State to do so. State reserves all rights to pursue claims it may have against Contractor's subcontractor if State assumes to elect its own defense.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of Ride Connection, nor purport to act as legal representative of Ride Connection, without the prior written consent from Ride Connection. Ride Connection, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending Ride Connection or that Contractor's subcontractor is not adequately defending Ride Connection's interests, or that it is in the best interests of Ride Connection to do so. Ride Connection reserves all rights to pursue claims it may have against Contractor's subcontractor if Ride Connection assumes to elect its own defense.

- C. Indemnitor Consent - Contractor shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, ODOT, Ride Connection, without the prior written consent of the Oregon Attorney General, or Ride Connection.
- D. Limitation on Indemnification - Contractor's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitors. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Contractor pursuant to this Agreement shall operate to amend the Contractor's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Contractor regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

8. Insurance

10. Termination

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by Ride Connection, under any of the following conditions:

- (i) Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- (ii) Contractor fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- (iii) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- (iv) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- (v) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- (vi) Contractor takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Contractor may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11. Compliance with Laws

- A. **Governing law** - This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.
- B. **Federal laws and regulations** - In addition to those elsewhere specified, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, as applicable without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable:
 - (i) Title VI of the Civil Rights Act of 1964;
 - (ii) Section V of the Rehabilitation Act of 1973;
 - (iii) Americans with Disabilities Act of 1990 and ORS 659a.142;

12. Term

This Agreement shall begin on **7/1/2019** and shall remain in effect through **6/30/2020** unless terminated sooner under the provisions of this Agreement.

13. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' as indicated below:

Ride Connection:

Dean Orr

Ride Connection

9955 NE Glisan St.

Portland, OR 97220

Contractor:

Stefanie Reid

Clackamas County Consortium

2051 Kaen Rd

Oregon City, OR 97045-1819

14. No Third Party Beneficiary

Ride Connection and Contractor are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

15. Assignment

Contractor may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

16. Dispute Resolution

A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.

B. Mediation - In the event that the parties are unable to settle the dispute through direct

20. Amendments

This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

21. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Insurance); 11A (Governing Law); 16 (Dispute Resolution); and 22 (Surviving Provisions).

23. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

24. Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

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**SERVICES AGREEMENT No. 18599
BETWEEN
Ride Connection, Inc. and Clackamas County Consortium**

PARTIES:

1. Ride Connection, Inc. ("Ride Connection" or "Recipient"), and
2. Clackamas County, a political subdivision of the State of Oregon, on behalf of its Health, Housing & Human Services Department, by and through the Social Services Division, ("Contractor")

RECITALS:

1. Ride Connection and Contractor enter into this Contractor Agreement (the "Agreement") for the purpose of procuring Contractor's services, for which payment in whole or part shall be from Federal Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Contractor during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Contractor, other than the initial scope of Services attached in Exhibit A.
 - 1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Contractor shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.
- B. Scope of Services and Changes - Contractor is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Requirements, attached as Exhibit B. Contractor agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Contractor must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Contractor's independent obligation to follow all applicable laws as required by this section.

Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Contractor acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

- (ii) Contractor also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Contractor, to the extent the Federal Government deems appropriate.
 - (iii) Contractor agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- 6) Subagreement insurance - Contractor shall require the other party, or parties, to each of its subagreements to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this agreement. Any insurance obtained by the other party to Contractor's subagreements, if any, shall not relieve Contractor of the requirements of Exhibit C to this Agreement. The other party to any subagreement with Contractor, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.
- F. ODOT Not A Party - Contractor and Ride Connection acknowledge and agree that notwithstanding any concurrence by ODOT in or approval of the solicitation or award of this Agreement, absent the express written consent by ODOT, ODOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Contractor, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Contractor shall maintain intact and readily accessible a complete

or state laws, regulations, rules, circulars or directives. Contractor agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

- A. Monthly reports shall be due on the **20th** day after the end of the preceding month.
- B. Reports may include any of the following types of information required by FTA Circular 5010.1C, Chapter 1, Section (5) Reporting Requirements, particularly the status of grant activity line items, budget and schedule changes, milestone revisions or cost variances, outstanding claims, change orders and other information that the circular may require. Ride Connection may require additional reporting information from the Contractor.

4. Compensation

- A. The total Project Cost is estimated at **\$27,000**. In accordance with the terms and conditions of this agreement, Ride Connection shall provide Contractor an amount not to exceed **\$21,600** in Grant Funds for eligible costs. Contractor shall provide matching funds for all Project Costs as described in Exhibit A, in the amount of **\$5,400**.
- B. Ride Connection shall pay Contractor for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from ODOT for Contractor's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. The Grant Funds shall be solely used for the Project described in Exhibit A and shall not be used for any other purpose. No other costs, rates, or fees shall be payable to the Contractor. Except as set forth in this Agreement, Contractor shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- C. Payment Terms - Contractor shall submit to Ride Connection all vehicle maintenance invoices and any other documentation requested by Ride Connection. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Contractor shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Contractor, and its lower-tier subcontractors and suppliers of any tier, for any portion of Contractor's Services.
- D. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Contractor if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Contractor's performance. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT or otherwise incur costs from ODOT withholding of funds, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld plus any additional costs or expenses incurred by Ride Connection. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense, but not limited to the liabilities enumerated above, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Contractor and such subcontractor(s) procured pursuant to this Agreement.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending State or that Contractor's subcontractor is not adequately defending State's interests, or that an important governmental principle is at issue or it is in the best interests of the State to do so. State reserves all rights to pursue claims it may have against Contractor's subcontractor if State assumes to elect its own defense.

Any such indemnification clause shall also provide that the subcontractor(s), nor any attorney engaged by the subcontractor(s), shall defend any claim in the name of Ride Connection, nor purport to act as legal representative of Ride Connection, without the prior written consent from Ride Connection. Ride Connection, at any time at its election, assume its own defense and settlement in the event that it determines that Contractor's subcontractor is prohibited from defending Ride Connection or that Contractor's subcontractor is not adequately defending Ride Connection's interests, or that it is in the best interests of Ride Connection to do so. Ride Connection reserves all rights to pursue claims it may have against Contractor's subcontractor if Ride Connection assumes to elect its own defense.

- C. Indemnitee Consent - Contractor shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, ODOT, Ride Connection, without the prior written consent of the Oregon Attorney General, or Ride Connection.
- D. Limitation on Indemnification - Contractor's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Contractor pursuant to this Agreement shall operate to amend the Contractor's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Contractor regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss.

8. Insurance

10. Termination

Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Contractor, or at such later date as may be established by Ride Connection, under any of the following conditions:

- (i) Contractor fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
- (ii) Contractor fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
- (iii) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
- (iv) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
- (v) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
- (vi) Contractor takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.

Contractor may terminate the Agreement, in whole or in part, upon 30 days written notice to Ride Connection.

Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

11. Compliance with Laws

- A. **Governing law** - This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.
- B. **Federal laws and regulations** - In addition to those elsewhere specified, Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project, as applicable without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable:
 - (i) Title VI of the Civil Rights Act of 1964;
 - (ii) Section V of the Rehabilitation Act of 1973;
 - (iii) Americans with Disabilities Act of 1990 and ORS 659a.142;

12. Term

This Agreement shall begin on **7/1/2019** and shall remain in effect through **6/30/2020** unless terminated sooner under the provisions of this Agreement.

13. Communications

All communications between the parties regarding this Agreement shall be directed to the parties' as indicated below:

Ride Connection:	Contractor:
Dean Orr	Stefanie Reid
Ride Connection	Clackamas County Consortium
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

14. No Third Party Beneficiary

Ride Connection and Contractor are the only parties to this Agreement and, as such, are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect or otherwise to any other party unless that party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

15. Assignment

Contractor may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

16. Dispute Resolution

- A. Executive Negotiation - The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, or any breach hereof or any Services performed hereunder, promptly by negotiation between executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute not resolved during the normal course of business. Such notice shall include a statement of that party's position and documentation supporting that parties claim and the name and title of the executive who will be representing that party and any other person who will accompany the executive. The receiving party shall respond in kind within five (5) days of the date of notice. Within ten (10) days after delivery of the initial notice, the executives of both parties shall meet at a mutually acceptable time and place and use good faith efforts to resolve the dispute. If dispute is not then resolved, either party may give the other written notice that these executive negotiations are concluded. Negotiations pursuant to this Section shall be confidential and shall be treated as compromise and settlement negotiations for purposes of Law and rules of evidence. Time requirements herein may be modified upon mutual written consent of the parties.
- B. Mediation - In the event that the parties are unable to settle the dispute through direct

20. Amendments

This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

21. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Insurance); 11A (Governing Law); 16 (Dispute Resolution); and 22 (Surviving Provisions).

23. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

24. Debt Limitation

This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.

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September 26, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Inter-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) - Building Mental Health Services Capacity

Purpose/ Outcomes	This Agreement provides the basis for a cooperative working relationship for building Mental Health Services capacity at the Rex Putnam, Oregon City, and Sandy SBHC's.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$333,000.
Funding Source	Public Health is receiving Grant funds from the State Public Health Authority – No County General Funds will be used.
Duration	Effective July 01, 2019 and terminates on June 30, 2021
Previous Board Action	The Board of County Commissioners previously reviewed this agreement on June 5, 2014 agenda item 060514-A1, October 22, 2015, agenda item 102215-A1, and December 7, 2017, agenda item 120717-A3.
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on September 17, 2019
Contact Person	Kim La Croix, Access to Care Program Manager – (503) 742-5982
Contract No.	9295

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD) to build mental health services capacity at the Rex Putnam, Oregon City, and Sandy SBHC's. This will provide the basis for a cooperative working relationship and the provision of a mental health specialist at the SBHC's. This will allow for earlier access to mental health services, reducing the number of crisis incidents. This agreement is funded with grant money received through the Local Public Health Authority (LPHA).

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

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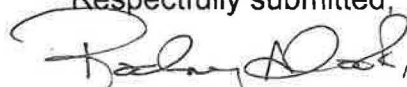
Board of County Commissioners

Agreement # 9295

RECOMMENDATION:

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

Respectfully submitted,

 H3S Deputy Director / For

Richard Swift, Director
Health, Housing, and Human Services

**INTRA-AGENCY AGREEMENT
BETWEEN
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION
AND
CLACKAMAS COUNTY HEALTH CENTERS DIVISION**

Contract # 9295

I. Purpose

This agreement provides the basis for a cooperative working relationship between the Clackamas County Public Health Division herein referred to as "CCPHD," and the Clackamas County Health Centers Division, herein referred to as "CCHCD," with the common goal of building capacity of Mental Health services to the School Based Health Center (SBHC) program. The funds provided under this agreement shall only be used to support activities related to the Mental Health Expansion Project within the SBHC.

II. Scope of Work and Cooperation

A. CCHCD agrees to:

1. Provide a .8 FTE mental health specialist 2 at Oregon City SBHC, Rex Putnam SBHC and Sandy SBHC.
2. Provide services that are culturally and linguistically appropriate for their target population.
3. Track data related to mental health encounters as outlined in the SBHC Certification standards.
4. Submit mental health encounter data to the State Program Office (SPO) four times during the contract period (January 15, 2020; July 15, 2020; January 15, 2021; and July 15, 2021)
5. Participate in regular check-in meetings via phone or email with the SPO.
6. Submit 3 mid-project reports in December 2019, June 2020, December 2020, and a final report in June 2021. Final reports are due no later than July 15, 2021. Guidance will be given on expected report content.
7. Create and implement an evaluation plan for their projects in collaboration with the SPO. The SPO will provide technical assistance throughout this process.
8. Facilitate County wide collaboration with SBHC staff, school district staff, public health services, other county departments, and community agencies in order to develop, implement, and maintain SBHC services for school age children as opportunities arise.
9. Facilitate communication and cooperation between the CCHCD and school districts to provide mental health services in the SBHC's.
10. Designate at least one mental health provider to participate in biannual SBHC community of practice meetings hosted by CCPHD.

B. CCPHD agrees to:

1. Serve as liaison to SPO.

CLACKAMAS COUNTY HEALTH CENTERS DIVISION

INTRA-AGENCY AGREEMENT - # 9295

Page 2 of 5

2. Participate in regular check-in meetings via phone or email with the SPO.
3. Provide the oversight and technical assistance so that each SBHC in its jurisdiction meet the 2017 Standards for Certification for SBHC.
4. Assure to the OHA State Program Office (SPO) that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the certification review cycle.
5. Meet with CCHCD Mental Health Manager and Mental Health Program Supervisor at least once per year to facilitate communication and program development.
6. Upon receipt of proper invoice, distribute SBHC funding on behalf of the OHA to CCHCD for provision of healthcare services between July 1, 2019 and June 30, 2021.
7. Develop and distribute updated SBHC agreements as needed.

III. Liaison Responsibility

- A. Complete the scope of work as outlined under Section II.

Liaison from CCPHD is Aria Baker: ABaker@clackamas.us
Liaison from CCHCD is Benjamin DeGiulio: LBDDeGiulio@clackamas.us

IV. Compensation

CCPHD's obligations under this agreement are subject to receipt of grant funds from the State of Oregon for Program Element #44: School Based Health Centers.

The maximum amount available for CCHCD under this agreement shall not exceed \$333,000. The funds shall be distributed as follows:

Description	Dates	Sandy HS	Rex Putnam HS	Oregon City HS	TOTAL
Year 1 funding	July 1, 2019 – June 30, 2020	Up to \$55,500	Up to \$55,500	Up to \$55,500	Up to \$166,500
Year 2 funding (contingent on receipt of funds from State)	July 1, 2020 – June 30, 2021	Up to \$55,500	Up to \$55,500	Up to \$55,500	Up to \$166,500

CCHCD shall submit monthly expenditure reimbursement interfund invoices by the tenth day of the month following that in which service was performed for true and verifiable costs and expenses related to implementation of the services outlined in this agreement. The invoice must be itemized and reference contract # 9295, dates of service, number of hours billed, and the total amount due for all service provided during the month. Invoices shall be submitted to:

Clackamas County Public Health Division
Attn: Accounts Payable
2051 Kaen Road, # 367
Oregon City, Oregon 97045
PublicHealthFiscalAP@clackamas.us

When submitting electronically, designate CCHCD name and contract # 9295 in the subject of the e-mail.

CLACKAMAS COUNTY HEALTH CENTERS DIVISION

INTRA-AGENCY AGREEMENT - # 9295

Page 3 of 5

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

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

V. Reporting Requirements

A. Fiscal Reports

1. CCHCD shall submit monthly expenditure reimbursement invoices for true and verifiable costs and expenses related to implementation of the Mental Health Expansion Project. Invoices must be itemized and reference contract # 9295. Invoices shall be submitted to CCPHD by the 10th of the month following expenditures.
2. Annual expenditure report due to COUNTY by July 10, 2020 and July 10, 2021.
3. CCHCD will submit Fiscal Reports to:

Clackamas County Public Health Division
Attn: Sherry Olson
2051 Kaen Road, #367
Oregon City, Oregon 97045
SOlson4@clackamas.us
(503) 742-5342

B. Performance Reporting

1. CCHCD must submit qualitative and quantitative data based on reporting requirements set forth by the SPO.
2. CCHCD will submit Performance Reports to:

Clackamas County Public Health Division
Attn: Aria Baker
2051 Kaen Road, #367
Oregon City, Oregon 97045
ABaker@clackamas.us

VI. Amendments

This agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this agreement only after the written amendment has been signed by both parties and the Department Director.

VII. Term of Agreement

This agreement becomes effective **July 1, 2019** and is scheduled to terminate **June 30, 2021**.

CLACKAMAS COUNTY HEALTH CENTERS DIVISION
INTRA-AGENCY AGREEMENT - # 9295
Page 4 of 5


This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' written notice.

This agreement in its entirety consists of seven (7) sections.

CLACKAMAS COUNTY HEALTH CENTERS DIVISION
INTRA-AGENCY AGREEMENT - # 9295
Page 5 of 5

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

**CLACKAMAS COUNTY
HEALTH CENTERS DIVISION**



Deborah Cockrell, Director
8/20/2019

Date

**CLACKAMAS COUNTY
HEALTH, HOUSING, AND HUMAN SERVICES DEPARTMENT**

Richard Swift, Director

Date

September 26, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #02 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #02 adds funding to PE 01 – State Support for Public Health, PE 13 – Tobacco Prevention and Education Program (TPEP), PE 27 – PDOP Bridge
Dollar Amount and Fiscal Impact	Contract is increased by \$464,360 bringing the contract maximum value is \$2,991,025.00.
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on September 12, 2019
Contact Person	Richard Swift, Interim Public Health Director – (503) 655-8479
Contract No.	9329-02

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #02 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #02 increased the Agreement by \$464,360. Bringing the maximum contract value to \$2,991,025.00.

This contract is effective upon signature and continues through June 30, 2021.

RECOMMENDATION:

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

Respectfully submitted,

 , H3S Deputy Director / For

Richard Swift, Director
Health, Housing, and Human Services

Agreement #159803



**SECOND AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Second Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County (“LPHA”), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Program Element Table as set forth in Exhibit A of the Agreement;

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2020 (FY20) Financial Assistance Award set forth in Exhibit C of the Agreement;

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

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

AGREEMENT

- Exhibit A “Definitions”, Section 16 “Program Element” is amended to add if new or replace if existing, the following Program Element titles and funding source identifiers as follows:

PE NUMBER AND TITLE • SUB-ELEMENT(S)	FUND TYPE	FEDERAL AGENCY/ GRANT TITLE	CFDA#	HIPAA RELATED (Y/N)	SUB- RECIPIENT (Y/N)
PE 27 Prescription Drug Overdose Prevention (PDOP)	FF	CDC /Injury Prevention and Control Research and State and Community Based Programs SAMHSA/Oregon State Opioid Response	93.136 93.788	N	Y

- Exhibit C entitled “Financial Assistance Award” of the Agreement for FY20 is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
- Exhibit J “Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200” is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.

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

4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 2 of Exhibit E of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.
8. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.
9. This Amendment becomes effective on the date of the last signature below.

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

10. Signatures.

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

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

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

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Steven Marlowe, Senior Assistant Attorney General on July 26, 2019. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

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

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

State of Oregon Oregon Health Authority Public Health Division		Page 1 of 3		
1) Grantee Name: Clackamas County		2) Issue Date August 09, 2019	This Action AMENDMENT FY 2020	
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE01-01 State Support for Public Health	121,790	384,764	506,554	
PE02 Cities Readiness Initiative	37,499	0	37,499	
PE07 HIV Prevention Services	128,846	0	128,846	
PE12 Public Health Emergency Preparedness and Response (PHEP)	170,273	0	170,273	
PE13-01 Tobacco Prevention and Education Program (TPEP)	56,897	37,931	94,828	
PE27-03 PDOP - Gap Funding (OSTR/PDO)	28,497	0	28,497	
PE27-05 PDOP Bridge (PDO/SOR)	0	41,665	41,665	
PE40-01 WIC NSA: July - September	188,990	0	188,990	
PE40-02 WIC NSA: October - June	566,969	0	566,969	
PE40-03 BFPC: July - September	17,325	0	17,325	
PE40-04 BFPC: October - June	51,975	0	51,975	
PE40-05 Farmer's Market	2,699	0	2,699	
PE42-03 MCAH Perinatal General Funds & Title XIX	11,060	0	11,060	
PE42-04 MCAH Babies First! General Funds	35,342	0	35,342	
PE42-06 MCAH General Funds & Title XIX	20,752	0	20,752	
PE42-07 MCAH Title V (July-Sept)	29,663	0	29,663	
PE42-08 MCAH Title V (Oct-June)	88,988	0	88,988	
PE42-09 MCAH Oregon Mothers Care Title V (July-Sept)	2,283	0	2,283	

State of Oregon Oregon Health Authority Public Health Division			Page 2 of 3	
1) Grantee Name: Clackamas County		2) Issue Date August 09, 2019		This Action AMENDMENT FY 2020
Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045		3) Award Period From July 1, 2019 Through June 30, 2020		
4) OHA Public Health Funds Approved				
Program	Award Balance	Increase/ (Decrease)	New Award Bal	
PE42-10 MCAH Oregon Mothers Care Title V (Oct-June)	6,849	0	6,849	
PE43 Public Health Practice (PHP) - Immunization Services (Vendors)	92,462	0	92,462	
PE44-01 SBHC Base	300,000	0	300,000	
PE44-02 SBHC - Mental Health Expansion	376,500	0	376,500	
PE46-02 RH Community Participation & Assurance of Access (July - Mar)	0	0	0	
PE46-03 RH Community Participation & Access (State Funds)	41,893	0	41,893	
PE46-04 RH Community Participation & Access Federal Funds (July-Mar)	1,638	0	1,638	
PE50 Safe Drinking Water (SDW) Program (Vendors)	147,475	0	147,475	
	2,526,665	464,360	2,991,025	
5) Foot Notes:				
PE01-01	1	Initial SFY20: Award is estimated for July 1-September 30, 2019 and will be paid out at 1/3rd. Awards will be amended pending approval of the State budget.		
PE01-01	2	8/2019: SFY20 Award amended for increase for July 1, 2019-June 30, 2020. Previous footnotes are void and replaced by this one.		
PE13-01	1	Initial SFY20: Award is 3 months (July-September 2019) of bridge TPEP funding and will be paid out at 1/3rd		
PE13-01	2	8/2019: Award is 5 months (July-November 2019) of bridge TPEP funding and will be paid out at 1/5th, all previous footnotes are void and replaced by this one.		
PE40-05	1	7/2019: Funding available SFY2020 July - December 2019		
PE42-07	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-08	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-09	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE42-10	1	Initial SFY20: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.		
PE46-03	1	7/2019: Funding is for July 15, 2019 - June 30, 2020		
PE46-04	1	7/2019: Funding for July 1-14, 2019		

State of Oregon Oregon Health Authority Public Health Division			Page 3 of 3
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip Code: 97045	2) Issue Date August 09, 2019	This Action AMENDMENT FY 2020	
		3) Award Period From July 1, 2019 Through June 30, 2020	
4) OHA Public Health Funds Approved			
Program	Award Balance	Increase/ (Decrease)	New Award Bal
6) Comments: PE02 7/2019: Adding program element as result of Washington County relinquishing CRI lead agency status PE07 Initial SFY20: \$39,628 is for the period of 7/1/19 to 12/31/19 and must be spent by 12/31/19. PE07 7/2019: Funding period 07/01/19 - 12/31/19 - \$64,422. A minium of \$39,627 must be spent by 12/31/19. Funding period 01/01/20 - 06/30/20 - \$64,422 PE13-01 8/2019: Amending to add 2 months of funding (total award is now for July-November 2019) PE27-03 Initial SFY20: \$28,496.83 in FY20 is available 7/1/19-8/31/19 ONLY. This is the balance of Gap Funding from PDO Year 4 for OSTR funded LPHA's. PE27-05 8/2019: \$41,665 in FY20 Available 9/1/19-1/31/20. PE40-01 Initial SFY20: spend \$37,798 Nutrition Education, \$7,618 Breastfeeding Promotion by 9/30/19 PE40-02 Initial SFY20: spend \$113,394 Nutrition Education, \$22,855 Breastfeeding Promotion by 6/30/20 PE44-02 7/2019: MH Expansion funding increase PE46-02 7/2019: Reducing award to \$0 and re-allocating award to PE46-03 and PE46-04 PE46-03 7/2019: State Funding for July 15, 2019 – June 30, 2020 PE46-04 7/2019: Federal Funding for July 1 – July 14, 2019 only			
7) Capital outlay Requested in this Action: Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.			
PROGRAM	ITEM DESCRIPTION	COST	PROG APPROV

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

PE27-05: PDOP Bridge (PDO/SOR)

Funding Information Table

Federal Award Identification Number (FAIN):	6H79T1081716-01M002
Federal Award Date:	7/12/2019
Performance Period:	9/30/18-9/29/20
Federal Awarding Agency:	SAMHSA
CFDA Number:	93.788
CFDA Name:	Opioid STR
Total Federal Award:	\$16,090,592
Project Description:	PDOP Naloxone Project
Awarding Official:	LeSchell D Browne
Indirect Cost Rate:	N/A
Research and Development (Y/N):	No

PCA: 82367

INDEX: 87850

Agency/Contractor	DUNS	Amount
Clackamas	96992656	\$41,665

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Contract #1770 with Henry Schein
for Pediatric Dental Equipment at the new Gladstone Dental Clinic

Purpose/Outcomes	Provides the purchase of dental equipment needed to operate a new pediatric dental clinic located in Gladstone
Dollar Amount and Fiscal Impact	Contract maximum value \$215,647.00. No County General Funds are involved. No matching funds required.
Funding Source	CareOregon
Duration	Effective upon signature and December 31, 2019 expiration.
Previous Board Action	Board Approved Brand Standardization for this procurement on June 6, 2019
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure Safe, healthy and secure communities
Counsel Review	County Counsel reviewed and approved this document on September 17, 2019.
Contact Person	Deborah Cockrell 503-742-5495

BACKGROUND:

The Clackamas Health Centers (CHC) of the Health, Housing and Human Services Department requests the approval of a Goods and Services Agreement with Henry Schein for the purpose of purchasing and installing pediatric dental equipment.

This agreement allows for the purchase of dental and installation of dental equipment needed for patient treatment. This project will facilitate increasing capacity of patients by providing dental services to CHC patients and residents in the Gladstone Youth and Family Services Center. Increasing member's visits and access to care improves the overall quality of dental health. A RFP was published on June 6, 2019 and intent to award to Henry Schein, Inc., was posted on July 23, 2019 after the competitive solicitation.

This is an expense contract for CHC. The total amount of the agreement is \$215,647.00. No County General Funds are involved. The Agreement #1770 (H3S #9464) is effective upon signature and will continue until December 31, 2019. County Counsel reviewed this agreement on September 17, 2019.

PROCUREMENT PROCESS:

In accordance with the Local Contract Review Board, on June 6, 2019, Procurement published Request for Proposals #2019-36 Gladstone Pediatric Dental Equipment with a closing date of July 9, 2019. One (1) proposal was received and an evaluation committee of qualified staff evaluated the proposal per the stated criteria and recommended Henry Schein, Inc. for contract award. Upon Contract award, the final dollar amount and equipment list was negotiated and finalized.

Page 2 – Staff Report: #1770 (H3S #9464)
September 19, 2019

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve and sign the attached contract award with Henry Schein, Inc.

Respectfully submitted,

Richard Swift, Director
Health, Housing, and Human Services

Place on the board agenda of 9-26-19 by the Procurement Office.



**CLACKAMAS COUNTY
GOODS AND SERVICES CONTRACT
Contract #1770**

This Goods and Services Contract (this "Contract") is entered into between Henry Schein, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County") on behalf of the Health, Housing, and Human Services Department for the purposes of providing **Gladstone Pediatric Dental Equipment**.

I. TERM

This Contract shall become effective upon signature of both parties and shall remain in effect until **December 31, 2019**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

II. SCOPE OF WORK

This Contract covers the Scope of Work as described in RFP #2019-36 Gladstone Pediatric Clinic issued June 6, 2019, attached and hereby incorporated by reference as Exhibit "A." This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A", and the Contractor's Proposal dated July 8, 2019 attached and hereby incorporated by reference as Exhibit "B." Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County's Representative for this contract is: **Amy Council** Phone: 503-722-6757 Email: ACouncil@clackamas.us

III. COMPENSATION

- 1. PAYMENT.** The County agrees to compensate the Contractor on a fixed fee basis as detailed in this Contract. The total Contract compensation shall not exceed **two hundred nine thousand eighty-four dollars (\$209,084.00)**.
- 2. TRAVEL EXPENSE REIMBURSEMENT.** Authorized: Yes No
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
- 3. INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Amy Council Phone: 503-722-6757 Email: ACouncil@clackamas.us

IV. CONTRACT PROVISIONS

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence

and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

2. AVAILABILITY OF FUNDS. County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.

3. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

4. COMPLIANCE WITH APPLICABLE LAW. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. EXECUTION AND COUNTERPARTS. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

6. GOVERNING LAW. This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

7. HAZARD COMMUNICATION. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal

requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

8. INDEMNITY, RESPONSIBILITY FOR DAMAGES. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any negligent or willful act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

9. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

10. INSURANCE. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

A. COMMERCIAL GENERAL LIABILITY

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

C. Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's

insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

D. If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

E. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

F. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

G. Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

11. LIMITATION OF LIABILITIES. Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

12. NOTICES. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

13. OWNERSHIP OF WORK PRODUCT. All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for

any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

14. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor’s liability and County’s remedy under this services warranty are limited to Contractor’s prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.
- c. The additional warranties provided under this contract include the following:
 - i. Henry Schein will provide Clackamas County with an 18 Month Labor Warranty for the dental equipment installed by Henry Schein in addition to the manufacturer warranties.
 - ii. Manufacturer warranties are as follows:

Manufacturer Name	Item Description	Warranty Length
A-Dec	Chairs, Stools, Lights, Delivery Systems, Monitor Mounts, and Dental Cabinetry	5-Year Warranty
A-Dec	Assistina	2-Year Warranty
A-Dec	Hand pieces	1-Year Warranty
Air Techniques	Vacuum, and Compressor	5-Year Warranty
Coltene Whaledent	Ultrasonic Cleaner	2-Year Warranty
KavoKerr	Dexis sensor/camera	1-Year Warranty
KavoKerr	Gendex sensor	2-Year Warranty
Nevin (Baldor)	Lathe	1-Year Warranty
Porter	Nitrous Items	1-Year Warranty
SciCan	Statim and Bravo	1-Year Warranty
Sirona	Intra-Oral X-ray	2-Year Warranty
Sirona	Panoramic X-ray	5-Year Warranty
Solmetex	Amalgam Separator	2-Year Warranty
All other items under this contract have a 90 day warranty		

15. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections of Section IV: 1, 6, 8, 11, 13, 14, 15, and 21.

16. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

17. SUBCONTRACTS AND ASSIGNMENTS. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 27 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

18. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

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

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

20. TERMINATION. This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either

the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

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

22. NO THIRD PARTY BENEFICIARIES. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

23. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

24. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

25. FORCE MAJEURE. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

26. WAIVER. The failure of County to enforce any provision of this Contract shall not constitute a

waiver by County of that or any other provision.

27. COMPLIANCE. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

28. DELIVERY. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

29. INSPECTIONS. Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

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

**UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS
TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content
expressed herein.

Henry Schein, Inc.
135 Duryea Rd
Melville, NY 11747

Clackamas County

Authorized Signature Date

Chair Date

Name / Title (Printed)

Recording Secretary Date

083473-95

Oregon Business Registry #

Approved as to Form:

FBC / DE

Entity Type / State of Formation

County Counsel Date

EXHIBIT A
RFP # 2019-36 Gladstone Pediatric Dental Equipment

EXHIBIT B
CONTRACTOR'S PROPOSAL

September 26, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the HOME Loan Agreement with River Glen Renewal Associates, LLC To Rehabilitate the River Glen Apartments in Gladstone

Purpose/Outcomes	The 44-unit River Glen Apartments is an affordable housing project in Gladstone and is currently owned and operated by Northwest Housing Alternatives. The complex was built in 1971. Repairs and some rehabilitation occurred in 2009 with assistance from CDBG funds. The complex currently needs significant rehabilitation and modernization to extend its useful life as affordable housing. The BCC approved a HOME Loan Agreement for \$550,000 on 12/20/2018. Because of rising construction costs and unanticipated repairs to the buildings, NHA is requesting \$143,527 of additional HOME funds to complete the renovation. Total HOME assistance requested is \$693,527.
Dollar Amount and Fiscal Impact	\$143,527 of additional HOME Investment Partnerships Program funds, 0.0% interest loan. The total project cost is estimated at \$4,931,000.
Funding Source	U.S. Department of Housing and Urban Development (HUD) No County General Funds are involved
Duration	Effective upon project completion. The HOME provisions expires 15 years after project completion. The affordability provisions will continue for an additional 27 years.
Previous Board Action	2018 Action Plan was approved by the BCC on May 3, 2018. The original HOME allocation of \$550,000 was approved by the BCC on 12/20/2018.
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Contact Person	Kevin Ko, Housing and Community Development - (503) 655-8359
Contract No.	H3S-9103

BACKGROUND:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the approval of an Amendment to the HOME Program Loan Agreement of an additional \$143,527 for the renovation and modernization of the River Glen Apartments, located at 1055 Risley Avenue in Gladstone. Northwest Housing Alternatives (NHA) currently owns the property, and will be the developer of this project. NHA submitted a letter requesting additional HOME funds to complete the renovation, citing increased labor costs and unexpected sewer work. The project will be owned by

Healthy Families. Strong Communities.

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

www.clackamas.us

River Glen Renewal Associates LLC, a partnership created for the purposed of the Low Income Housing Tax Credit (LIHTC) Program. NHA is the General Partner and will continue to manage the complex. After the renovation is complete, the 44-unit complex will continue to provide much needed affordable housing for the benefit of Clackamas County residents for no less than 42 years. The original HOME Loan Agreement and associated documents were reviewed by County Counsel on November 21, 2018. The only change to the original HOME Loan Agreement is to increase the HOME allocation from \$550,000 to \$693,527.

The term of the HOME loan will be at 0.0% interest, with deferred payments, maturity date is 42 years after project completion. The HOME programmatic and affordability requirements will be enforced by a recorded Trust Deed and Declaration of Land Use and Restrictive Covenants. These documents are available for review upon request.

RECOMMENDATION:

We recommend the approval of the Amendment to the HOME Investment Partnerships Loan Agreement and that Richard Swift H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



Richard Swift, HSS Deputy Director/For

Richard Swift, Director
Health, Housing & Human Services Department

AMENDMENT TO
HOME LOAN AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
RIVER GLEN RENEWAL ASSOCIATES LLC

H3S Contract #: 9103

Board Order #: N/A

Amendment Requested by: Northwest Housing Alternatives

Changes: () Scope of Work () Contract Budget
 () Contract Time () Other

Justification: The Northwest Housing Alternatives non-profit housing development agency has requested that additional HOME Investment Partnerships Program (HOME) funds be made available to mitigate the unanticipated increase in construction costs to the project. The HOME Agreement is amended to include the increase in HOME funds to the project.

This amendment adds an additional \$143,527.00 of HOME funds to the initial allocation of \$550,000. The revised total HOME allocation is \$693,527.00. There are no other revisions to the HOME Agreement.

TO AMEND

4. HOME FUNDS; LOAN TERMS

- a. **Amount and Purpose:** County shall loan HOME funds in the amount of Five Hundred and Fifty Thousand Dollars (**\$550,000**) to the Owner for the Project.

TO READ

4. HOME FUNDS; LOAN TERMS

- a. **Amount and Purpose:** County shall loan HOME funds in the amount of Six Hundred and Ninety-three Thousand, Five Hundred and Twenty-seven Dollars (**\$693,527**) to the Owner for the Project.

River Glen Renewal Associates LLC
By: Northwest Housing Alternatives, Inc.
Its Sole Member and Manager
By: Trell Anderson, Executive Director

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

Signing on Behalf of the Board

Trell Anderson, Executive Director

Richard Swift, Director
Health, Housing and Human Services
Department

Date

Date