

June 11, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Professional Services Agreement
with Oregon Community Health Information Network, Inc, (OCHIN)
for billing services for the Clackamas Health Centers

Purpose/Outcomes	Provide billing services to Clackamas Health Centers (CHC).
Dollar Amount and Fiscal Impact	This is a no maximum agreement. This agreement is funded through revenue generated from the fees for services provided at CHC.
Funding Source	No County General Funds are involved.
Duration	Effective upon signature and expires after a five year term
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Previous Board Action	No previous Board action
Contact Person	Deborah Cockrell, FQHC Director – 503-742-5495
Contract No.	9699

BACKGROUND:

Clackamas Health Centers (CHC) of the Health, Housing & Human Services (H3S) Department requests the approval of the Professional Services Agreement with OCHIN for billing services for CHC patient services.

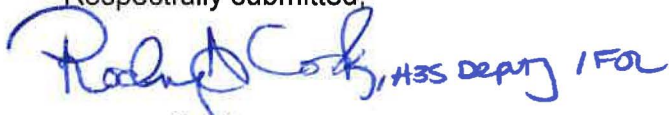
OCHIN provides billing services to the CHC clinics. There are various functions related to billing services, up to and including: Insurance Accounts Receivable follow-up, Insurance Payment Posting, Adjustments and Write-offs, Requests for Refunds, Appeals, Standard Month End Reports, and Remote Training. This is a Sole Source Procurement due to the exclusive partnership that exists with OCHIN as the Electronic Health Record (EHR) Administrator for CHC clinics and patient services. The Sole Source Notice was posted on ORPIN on May 15, 2020 for seven (7) days in compliance with LCRB C-047-0275 rule and no protests were received during the protest period. The total amount of the agreement is unknown because it is based in revenues collected, which cannot be projected with certainty. This agreement allows for no disruption in current services.

This agreement is effective upon signature and continues through no expiration. County Counsel approved this agreement on May 20, 2020.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health, Housing, and Human Services

Billing Service Agreement Between Clackamas County and OCHIN Inc.

#9699

OCHIN:

OCHIN, Inc.
1881 SW Naito Parkway
Portland, OR 97201

Contact for Notices: Abby Sears
Phone: (503) 943 2500
Fax: (503) 943-2501
E-mail: searsa@ochin.org

and

Member:

Clackamas County
2051 Kaen Road, #367
Oregon City, OR 97045

Contact: Sarah Jacobson
Phone: 503.742.5303
Fax: 503.742.5979
Email: S.Jacobson@clackamas.us

OCHIN will provide the billing services described below and in Attachment A (the "Billing Services") and subject to Attachment B ("Business Associate Agreement") to Clackamas County ("Member") for professional services rendered by Member.

1. **Base Billing Services.** Subject to the exclusions identified in Section 2 and on the Attachment, OCHIN will provide the following base billing services ("Base Billing Services") on behalf of Member:
 - 1.1 **Insurance Billing.** OCHIN will process Member information and submit electronic claim files to OCHIN's clearinghouse, or papers claim to insurers. The information will be provided by Member via paper or electronic media (form of media to be agreed to by the parties in advance) and will be delivered to OCHIN's location. Member is responsible for the completeness and accuracy of the information provided. OCHIN will assist Member by identifying incomplete information, which Member will be responsible for obtaining, and by sending electronic claim files to OCHIN's clearinghouse, or paper claims to the appropriate insurer on behalf of Member using demographic and charge data furnished by Member.
 - 1.2 **Insurance Accounts Receivable Follow-Up.** With respect to insurance billing and accounts receivables, OCHIN Base Billing Services include claims generation, clearinghouse edits; payments, denials, and correspondence with insurers; payment posting; managing the credit workqueues and coordinating refunds with Member; managing the follow-up workqueues; and providing monthly standard reports and performing high-level reimbursement analysis.
 - 1.3 **Insurance Payment Posting.** OCHIN will receive electronic remittance advice ("ERA") from insurers. Member will notify OCHIN daily of when payments associated with ERAs are electronically deposited into Member's banking account or provide access to the account so OCHIN can verify. OCHIN will post and reconcile these payments and will provide the reconciliation to Member.
 - 1.4 **Adjustments and Write-offs.** OCHIN will coordinate with Member regarding adjustments and write offs to charges. Contractual write offs will be processed according to the terms of the individual payor agreements executed between the Member and payor.
 - 1.5 **Requests for Refunds.** OCHIN will process insurance refund requests, follow Member refund policies, and submit refunds to Member in a timely manner. Member will issue all refund checks.
 - 1.6 **Patient Inquiries.** OCHIN will field and respond to patient inquiries regarding insurance billing and payment issues.
 - 1.7 **Appeals.** OCHIN will file appeals for non-payments, reduced payments, and denials from Insurance companies in a timely manner.
 - 1.8 **Standard Month End Reports.** OCHIN will report to Member on or before the seventh (7th) working day of each month regarding the status of billings and collections of Member for the immediately preceding month.
 - 1.9 **Remote Training.** OCHIN will provide up to 12 hours of remote training to Member each year. Any training requested by Member after the first 12 hours will be provided upon the terms and at the price agreed upon by the parties. If Member requests in-person training, and OCHIN, in its sole discretion, is able to accommodate that request, Member will be charged for all travel expenses incurred by OCHIN.

2. **Excluded Services.** The Billing Services provided by OCHIN will not include the services excluded in this Section 2 or those excluded in the Attachment.
 - 2.1 **Non-standard Reporting.** OCHIN will not produce non-standard reporting for Member.
 - 2.2 **Credentialing and Enrollment.** OCHIN is not responsible for any credentialing or provider enrollment functions.
 - 2.3 **Front Office Functions.** OCHIN is not responsible for any front office functions (e.g. registration, scheduling, and charge entry).
 - 2.4 **Coding.** Except as provided in the Attachment, OCHIN will not be responsible for reviewing patients' records, assigning numeric codes for each diagnosis and procedure, or any other coding functions.
 - 2.5 **Provider Master File and Fee Schedule:** OCHIN is not responsible for maintaining the provider master file or fee schedule.
 - 2.6 **Record Transport.** OCHIN will not be responsible for the cost of transporting data/paper from Member site to OCHIN.
 - 2.7 **Unique Forms.** Except as provided in the Attachment, OCHIN will not print site/unique forms, checks and fee tickets.
 - 2.8 **Cash Management.** OCHIN will not provide cash management services for Member.
 - 2.9 **Collection of Prior Accounts Receivable located on the member's legacy system.** OCHIN will not be responsible for matters related to Member's accounts receivable existing on a legacy system. ("Prior A/R"). Any costs incurred by OCHIN related to such Prior A/R will be the sole responsibility of Member.
 - 2.10 **Self-Pay Billing and Collection.** Except as provided in the Attachment, OCHIN will not provide any self-pay billing or collection services.
 - 2.11 **Miscellaneous:** OCHIN is not responsible for any function or process listed under Member Authorization and Obligations (Section 3) or any other function or process that is not expressly listed in this Agreement or Attachment as an OCHIN responsibility.
3. **Member Authorization and Obligations.**
 - 3.1 Member authorizes OCHIN to perform the Billing Services, as well as all related acts that OCHIN deems reasonable and appropriate in order to meet its obligations under this Agreement and Attachment, subject to Member's rights of approval as expressly provided by this Agreement and Attachment.
 - 3.2 **Cooperation and Patient Care Information.** Member will reasonably cooperate in providing access to facilities and/or information reasonably required by OCHIN to perform the Billing Services. In addition, Member will provide OCHIN with accurate patient demographic and charge data, as well as medical reports when necessary or useful for OCHIN in the performance of its obligations. Member will pay all costs of producing and delivering to OCHIN, in paper media or electronic media (as the parties will subsequently agree), all patient demographic and billing information.
 - 3.3 **Registration.** Member will keep registration information accurate and will fix all registration errors within five (5) days and other errors affecting revenue generation in a timely manner.
 - 3.4 **Electronic Remittance.** In order to increase the speed and accuracy of payment posting, Member will work with OCHIN's clearinghouse to enroll in electronic remittance for those payors that offer such services through the clearinghouse.
 - 3.5 **Electronic Fund Transfer.** In order to speed receipt of funds and lessen the likelihood of lost checks, Member will enroll or maintain enrollment for Electronic Funds Transfer or EFT for those payors that offer this service
 - 3.6 **Credentialing and Enrollment.** Member is solely responsible for all required credentialing and enrollment for its clinic(s) and Providers, for ensuring that all of its Providers are kept active, and for ensuring that such credentialing and enrollment is in conformance with all applicable state and federal regulations.

- 3.7 Member's Revenue Cycle Responsibilities.** Member is responsible for provider and clinic enrollment, contracting with providers and payors, patient registration; patient and Provider scheduling, patient eligibility and payor identification, patient check-in process including collection of co-pays and non-covered service forms (ABN, etc.), claim pre authentication and referral verification; collecting payments at time of visit; patient care delivery; clinical documentation; coding of the visits; charge entry and managing the charge review and claim editworkqueues.
- 3.8 Claims Submission.** Member will insure that OCHIN receives, in a timely manner, all necessary documentation and information required for submission of a complete and accurate claim to insurance companies or OCHIN's clearinghouse.
- 3.9 Insurance Payments.** Any deposits for insurance payments made by Member directly into its bank account will be tracked and reconciled by Member. OCHIN shall not be responsible to collect Member remittances. Member is responsible for setting up a process for OCHIN to receive all insurance ERAs, scanned copies of remittances received by Member, EOBs and RAs from insurance carriers/plans. Member is responsible for all costs associated with this process.
- 3.10 Requests for Refunds.** All insurance requests for refunds will be sent directly to OCHIN. OCHIN will forward these requests for refunds to the Member in a timely manner and process the requests in accordance with Section 1.5.
- 3.11 Contracting.** Member is responsible for all contracting with providers and payors and handling all contracting issues. Member will resolve these issues in a timely manner.
- 3.12 Insurer/Health Plan and Provider Issues:** Member is responsible for handling all application and enrollment processes or requirements between Member and Insurers/Health plans and providers (e.g., NPI numbers, Medicare/Medicaid numbers and applications, and updating such information). Member will resolve any issues related to these processes or requirements in a timely manner.
- 3.13 Coding.** Member will be responsible for assigning and validating all procedure and diagnosis coding. Member will provide effective coding training to providers and other staff to ensure proper coding and to maximize revenue generation and collection. Member will resolve coding errors and/or coding issues in a timely manner.
- 3.14 Agreement to Indemnify.** In providing the Billing Services contemplated by this Agreement, OCHIN relies on the information provided by Member, and is not responsible for the accuracy of such information provided by Member. Member will endeavor to assure that the medical services provided by Member, its agents and employees are medically indicated and necessary or advised for the health of the patient. Furthermore, Member agrees to indemnify, defend, and hold OCHIN harmless from any claim related to or arising by reason of any negligent, willful, or reckless acts or omissions of Member or Member's employees and agents. Furthermore, OCHIN agrees to indemnify, defend, and hold Member harmless from any claim related to or arising by reason of any negligent, willful, or reckless acts or omissions of OCHIN or OCHIN's employees and agents.
- 3.15 Process for Indemnity.** Any party seeking indemnification under Section 3.14 must promptly notify the indemnifying party of the claim for which indemnification is sought and provide the indemnifying party with the information reasonably required for the defense of that claim. The party seeking indemnification shall grant the indemnifying party control over defense and settlement of the claim; provided, however, that the indemnifying party shall not settle any action on any terms or in any manner that adversely affects the rights of Member without Member's prior written consent, which shall not be unreasonably withheld or delayed. Member may participate in and observe the proceedings at its own cost and expense with counsel of its own choice. A party's failure to perform any obligations under this section will not relieve the indemnifying party of its obligations under this section.
- 4. Compensation.** Member will compensate OCHIN for the Billing Services on a percentage-of-collections basis as set forth in the Attachment. OCHIN's charges will be payable as set forth in the Attachment. Connectivity costs related to the Billing Services will be payable by Member as provided in the Attachment **Compliance with Laws and Regulations.** In performing the Billing Services, OCHIN will at all times comply with all applicable governmental laws and regulations including, without limitation, all governmental, Medicare and Medicaid rules and regulations governing OCHIN's performance. Member and OCHIN specifically acknowledge that Member will provide services to beneficiaries of federal and state health care programs, including Medicare, and that OCHIN and Member have an obligation to comply with the requirements of such programs.
- 5. Books and Records.** OCHIN will maintain a reasonable file of office records, books, accounts, EOBs, check copies, correspondence, bankruptcy notices and refund requests in connection with services to be provided hereunder. Member will at all times have access to such records, accounts, and books, and to all files and other materials pertaining to this

exhibit, all of which OCHIN agrees to keep safe, available, and separate from any records not having to do with Member or its clinic. OCHIN will, at Member's request, make available such information at the request of Member's certified public accountants, which they may reasonably require in connection with their audits of Member and the preparation of Member's federal income tax returns. OCHIN agrees to keep for the minimum legally required time from the date of service, all records that are necessary to fully document the extent of Billing Services provided.

6. **Term & Termination.** The term of this Agreement shall begin on July 1, 2020 (the "Effective Date") and continue for five (5) years.
7. **Termination Procedures.** Either party may terminate the Billing Services on at least 90 days' written notice to the other specifying the termination date. In the event this Agreement or the Billing Services are terminated, for whatever reason, OCHIN will (a) discontinue, as of the agreed last day of service, processing Member's accounts receivable; (b) at Member's request, provide all of Member's paper documents and source work then in OCHIN's possession back to Member at Member's expense; and (c) have no further obligation hereunder. Member is responsible for coordinating and updating any payor agreements and subsequent billing demographics. All reports or other documents provided by OCHIN to Member at termination will be in paper media ("hard copy"). Upon request by Member, OCHIN will cooperate with Member to deliver such reports and documents in electronic media; provided that converting data to electronic media and delivering in electronic form will be at the sole expense of Member. As of the termination date, OCHIN will remove, and Member will permit OCHIN to remove without hindrance or delay, all equipment and other property of OCHIN that is located at the practice locations.
8. **Independent Contractor.** The relationship created by this Agreement is one of independent contractors. Nothing in this exhibit will be construed to create any other relationship between OCHIN, its employees or agents and Member. In the performance of all services covered by this Agreement, OCHIN and its employees and agents will at all times act as an independent contractor and will not be considered employees of Member. OCHIN shall be solely responsible for compensation of its employees and agents for Billing Services provided on behalf of OCHIN under the terms of this Agreement, including any unemployment or worker's compensation insurance premiums or benefits. The sole interest of Member is to ensure that Billing Services covered by this Agreement are performed in a competent and satisfactory manner.
9. **Warranties.** OCHIN warrants that it will perform services described in this Agreement in good faith and in a professional manner. OCHIN disclaims all other warranties, express, implied or statutory, including, without limitation, warranties of merchantability and fitness for a particular purpose. Member's exclusive remedy for any breach of this warranty shall be for OCHIN, upon receipt of written notice, to use diligent efforts to cure such breach, or, failing any such cure in a reasonable period of time, the return of fees paid to OCHIN hereunder with respect to the services giving rise to such breach.
10. **Limitation of OCHIN's Liability.** IN NO CASE WILL OCHIN BE LIABLE TO MEMBER FOR ANY CLAIM ARISING OUT OF PROVIDING THE BILLING SERVICES IN AMOUNTS EXCEEDING MEMBER'S TOTAL PAYMENTS TO OCHIN FOR THE BILLING SERVICES DURING THE PRECEDING 12 MONTHS. OCHIN WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOST PROFITS RESULTING FROM OR IN ANY WAY RELATED TO PERFORMANCE OF THE BILLING SERVICES, INCLUDING CLAIMS BASED ON THE NEGLIGENCE OF OCHIN. IN NO EVENT WILL OCHIN BEAR ANY RESPONSIBILITY FOR ERRORS OR DAMAGES CAUSED BY OR RESULTING FROM DELAYED OR ERRONEOUS INFORMATION PROVIDED BY MEMBER EXCEPT THIS LIMITATION OF LIABILITY DOES NOT APPLY TO CLAIMS ARISING OUT OF PERSONAL INJURY, PROPERTY DAMAGE, OR DATA BREACH.
11. **Dispute Resolution.** Disputes initiated by either Member or OCHIN that arise out of this Agreement will be resolved by the complaining party sending written notice to the other party describing the issue. The party receiving the notice will respond within fifteen (15) calendar days. If the issue is not resolved, then both parties agree to meet within twenty (20) days of receipt of the receiving party's response in order to resolve the matter.

[Signature page follows]

OCHIN:

DocuSigned by:
Abigail Sears
By: _____
70785484A65144A...
Abby Sears, Chief Executive Officer
Date: 5/27/2020

**Clackamas County, signed on behalf
of the Board of Commissioners:**

By: _____
Name: Richard Swift
Title: Director
Date: _____

Approved as to Form:

Kathleen J. Ricketts 5/28/20
County Counsel Date

Attachment A

This Attachment is attached to and part of the Agreement between OCHIN and Member.

1. **Workqueue Allocation.** OCHIN and Member will review all Member workqueues and will agree on an allocation of responsibility for workqueues. The allocation will be attached to this Attachment when completed and will then be part of this Attachment.
2. **Additional Services**

2.1. Self-Pay Billing and Collection Services

- 2.1.1. **Patient Accounts Receivable Follow-Up.** OCHIN will pursue collection of outstanding Member receivables from self-payers in a timely manner. OCHIN shall provide the following: correspondence with patients; patient payment posting; managing the credit workqueues and coordinating refunds with Member; managing the account workqueues; coordinating patient collections; providing monthly standard reports and performing high-level reimbursement analysis related to patient balances.
- 2.1.2. **Patient Statements.** On a weekly basis, OCHIN will process and forward patient statement files to OCHIN's clearinghouse for the preparation of patient statements. Member will receive a separate invoice from the clearinghouse for patient statements. OCHIN will work with Member to establish self-pay collection policies. OCHIN will track past due balances, follow Member collection policies, and will make payment arrangements with patients in accordance with Member policies.
- 2.1.3. **Patient Inquiries.** OCHIN will field and respond to patient inquiries regarding billing and payment issues received by OCHIN.
- 2.1.4. **Collection Referrals.** OCHIN will refer collection of outstanding billings to collection agencies as appropriate and as directed by Member.
- 2.1.5. **Requests for Refunds.** All patient requests for refunds will be sent directly to OCHIN. OCHIN will forward these requests for refunds to Member in a timely manner and process the requests as provided in Section 1.5 of Exhibit G.
- 2.1.6. **Automated Patient Collection Calls.** OCHIN will provide Televox automated collection calls to patients.
- 2.1.7. **Patient Payment Member Obligations.** Notwithstanding anything to the contrary contained in Exhibit G or this attachment, Member is responsible for establishing a process for OCHIN to receive scanned copies of remittances received by Member from patients. Member will be responsible for all costs associated with this process.

2.2. Coding Support Services

- 2.2.1. **Coding.** OCHIN will manage the charge review workqueues for Member. OCHIN, through a certified coder, will review charges held in these workqueues, correct non-medical errors, and make recommendations to Member's medical staff on any addendums to the medical record that might be needed, and will make recommendations for coding training.
- 2.2.2. **Addendum to Medical Records.** OCHIN will not correct or change CPT codes or diagnosis codes as part of the coding services provided under this Section 2.2. The Member's Providers or its designee must addend the medical record in the EMR system.

3. **Excluded Services.** Notwithstanding anything to the contrary contained in the Agreement or this Attachment, the Billing Services shall not include the following:

3.1. **Live Collection Calls.** The Billing Services will not include live, non-automated collection calls to patients.

3.2. **Departments excluded from Billing Services.** The Billing Services will not include any services relating to the following departments: This section intentionally left blank

3.3. Payors excluded from Base Billing Services: The Billing Services will not include any services relating to the following payors: This section intentionally left blank

4. Compensation: Member will compensate OCHIN for Billing Services at the rates listed below for each service included in the Agreement and this Attachment, payable as set forth herein.

4.1. Base Billing Services

4.1.1. 5.5% of non-DMAP Insurance Collections

4.1.2. \$5.00 per Capitated and DMAP encounter

4.2. Self-Pay Billing and Collection Services: 5.5% of Patient Collections

4.3. Coding Services: 0.5% of Patient Collections and non-DMAP Insurance Collections

Attachment B

Business Associate Agreement Between OCHIN Inc. and Clackamas County

This Business Associate Agreement, dated as of July 1, 2020 (the "Agreement"), is entered into between Clackamas County (the "Covered Entity") and OCHIN Inc. (the "Business Associate").

Recitals

WHEREAS, the Parties have entered into, and may in the future enter into, one or more written agreements, that in connection with providing the services ("Services") which sometimes may involve (i) the creation, receipt, maintenance, transmission, or use of Protected Health Information (as defined below) and Electronic Protected Health Information, (as defined below) by Business Associate, or (ii) the disclosure of Protected Health Information and Electronic Protected Health Information by Covered Entity (or another business associate of Covered Entity) to Business Associate (the "Agreement(s)");

WHEREAS, by providing the Services to Covered Entity under the Agreement(s), Business Associate acknowledges that it is acting as a Business Associate and that the creation, receipt, transmission, or maintenance of Protected Health Information and Electronic Protected Health Information by Business Associate is subject to the Privacy, Security, Breach Notification, and Enforcement rules promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. Parts 160 and 164. This Agreement is intended to document the business associate assurances required by the HIPAA Privacy Regulations (at 45 C.F.R. § 164.504(e)), and the HIPAA Security Regulations (at 45 C.F.R. § 164.314(a)) and Business Associate's obligations under the HIPAA Breach Notification Regulations (at 45 C.F.R. § 164.410);

WHEREAS, this Agreement will govern the terms and conditions under which Covered Entity may disclose or have disclosed to Business Associate, and Business Associate may create, receive, maintain, transmit, or use Protected Health Information and Electronic Protected Health Information on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and for other good and valuable consideration, the Parties agree as follows:

Agreement

1. **Definitions.** Capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meanings as those terms in the HIPAA Privacy Regulations, Security, Regulations and Breach Notification Regulations codified at 45 C.F.R. Parts 160 and 164. Unless otherwise stated, a reference to a "Section" is to a Section in this Agreement. For purposes of this Agreement, the following terms shall have the following meanings.

1.1 **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.

1.3 **Electronic Protected Health Information or EPHI.** "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.4 **Individual.** "Individual" shall mean the person who is the subject of Protected Health Information as provided in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.5 **Individually Identifiable Health Information.** "Individually Identifiable Health Information" shall have the same meaning as the term "individually identifiable health information" in 45 C.F.R. § 160.103.

1.6 **Protected Health Information or PHI.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

1.8 Secretary. "Secretary" shall mean the Secretary of the federal Department of Health and Human Services or that person's designee.

1.9 Security Incident. "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.

1.10 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

2. Permitted Uses and Disclosures by Business Associate.

2.1 General. Except as otherwise specified in this Agreement, Business Associate may use or disclose PHI to perform its obligations for, or on behalf of, Covered Entity provided that Business Associate uses and discloses PHI in the following manner:

2.1.1 consistent with the minimum necessary policies and procedures of Covered Entity; and

2.1.2. would not violate 45 C.F.R. Subpart E if done by Covered Entity, except as specified in paragraphs 2.2 and 2.3 of this section.

2.2 Other Permitted Uses. Except as otherwise limited by this Agreement, Business Associate may use PHI it receives or creates in its capacity as a business associate of Covered Entity, if necessary:

2.2.1 for the proper management and administration of Business Associate;

2.2.2 to carry out the legal responsibilities of Business Associate; or

2.2.3 to provide Data Aggregation services to Covered Entity which relate to the health care operations of Covered Entity in accordance with the HIPAA Privacy Regulations.

2.3 Other Permitted Disclosures. Except as otherwise limited by this Agreement, Business Associate may disclose to a third party PHI it receives or creates in its capacity as a business associate of Covered Entity for the proper management and administration of Business Associate, provided that:

2.3.1 The disclosure is Required By Law; or

2.3.2 Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that (i) the PHI will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and (ii) the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.4 De-Identified Information. Health information that has been de-identified in accordance with the requirements of 45 C.F.R. §§ 164.514 and 164.502(d) and is therefore not Individually Identifiable Health Information ("De-Identified Information") is not subject to the provisions of this Agreement. Covered Entity may disclose PHI to Business Associate to use for the purpose of creating De-Identified Information, whether or not the De-Identified Information is to be used by Covered Entity.

3. Obligations and Activities of Business Associate Regarding PHI.

3.1 Limitations on Uses and Disclosures. Business Associate will not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law.

3.2 Safeguards. Business Associate will use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.

3.3 Mitigation. Business Associate will mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or subcontractor or agent of a Business Associate in violation of the requirements of this Agreement.

3.4 Reporting. Business Associate will report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware.

3.5 Agents and Subcontractors. Business Associate will ensure that any agent, including any subcontractor, to whom Business Associate provides PHI that was created for or received from or on behalf of Covered Entity, has executed an agreement containing substantially the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate will ensure only those who reasonably need to know such information in order to perform Services receive such information and, in such case, only the minimum amount of such PHI is disclosed as is necessary for such performance.

3.6 Access. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity, Business Associate will make such PHI available to Covered Entity or, as directed by Covered Entity to an Individual, that is necessary for Covered Entity to respond to Individuals' requests for access to PHI in accordance with 45 C.F.R. § 164.524. Business Associate will provide such PHI in an electronic format upon request by Covered Entity unless it is not readily producible in such format in which case Business Associate will provide Covered Entity a readable electronic format as agreed to by Covered Entity and Individual.

3.7 Amendment of PHI. Where PHI held by Business Associate is contained in a Designated Record Set, within fifteen (15) days of receiving a written request from Covered Entity or an Individual, Business Associate will make any requested amendment(s) or correction(s) to PHI in accordance with 45 C.F.R. § 164.526.

3.8 Disclosure Documentation. Business Associate will document its disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

3.9 Accounting of Disclosures. Within thirty (30) days of receiving a request from Covered Entity, Business Associate will provide to Covered Entity information collected in accordance with Section 3.8 of this Agreement, as necessary to permit Covered Entity to make an accounting of disclosures of PHI about an Individual in accordance with 45 C.F.R. § 164.528.

3.10 Access to Business Associate's Internal Practices. Except to the extent that it violates or interferes with attorney-client privilege, the duty of client confidentiality, or the applicable rules of professional responsibility, Business Associate will make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of (a) PHI, including EPHI, created, used, disclosed, received, maintained, or transmitted by Business Associate on behalf of, Covered Entity, available to the Secretary or to Covered Entity, in a time and manner designated by the Secretary or reasonably specified by Covered Entity, for purposes of the Secretary determining Business Associate or Covered Entity's compliance with the HIPAA Privacy Regulations and HIPAA Security Regulations.

3.11 Breach Notification. Business Associate, following the discovery of a Breach of Unsecured Protected Health Information, shall notify Covered Entity of such breach. Except as otherwise required by law, Business Associate shall provide such notice without unreasonable delay, and in no case later than thirty (30) calendar days after discovery of the Breach.

3.11.1 Notice to Covered Entity required by this Section 3.11 shall include: (i) to the extent possible, the names of the individual(s) whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been accessed, acquired, used or disclosed during the Breach; (ii) a brief description of what happened including the date of the Breach and the date of the discovery of the Breach, if known; (iii) a description of the types of Unsecured Protected Health Information that were involved in the Breach; (iv) a brief description of what Business Associate is doing or will be doing to investigate the Breach, to mitigate harm to the individual(s), and to protect against further Breaches; and (v) any other information that Covered Entity determines it needs to include in notifications to the individual(s) under 45 C.F.R. § 164.404(c).

3.11.2 After receipt of notice, from any source, of a Breach involving Unsecured Protected Health Information used, disclosed, maintained, or otherwise possessed by Business Associate or of a Breach, involving Unsecured Protected Health Information, for which the Business Associate is otherwise responsible, Covered Entity may in its sole discretion (i) require Business Associate, at Business Associate's sole expense, to use a mutually agreed upon written notice to notify, on Covered Entity's behalf, the individual(s) affected by the Breach, in accordance with the notification requirements set forth in 45 C.F.R. §

164.404, without unreasonable delay, but in no case later than sixty (60) days after discovery of the Breach; or (ii) elect to provide notice to the individual(s) affected by the Breach.

3.12 Remuneration in Exchange for PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Covered Entity notifies Business Associate that it obtained a valid authorization from the Individual specifying that the Individual's PHI may be exchanged for remuneration by the entity receiving such Individual's PHI.

3.13 Marketing. Business Associate must obtain or confirm that Covered Entity has obtained an authorization for any use or disclosure of PHI for marketing, as defined in 164.501.

4. Obligations of Covered Entity.

4.1 Limited Disclosure Obligations. Covered Entity will limit the PHI provided to Business Associate to only that necessary to the representation of Covered Entity. Prior to the transmission of PHI to Business Associate, Covered Entity will notify Business Associate of the need to transmit PHI and will arrange with Business Associate for the proper and secure transmission of such PHI.

4.2 Requested Restrictions. Covered Entity shall notify Business Associate, in writing, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, which permits an Individual to request certain restrictions of uses and disclosures, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.3 Changes in or Revocation of Permission. Covered Entity will notify Business Associate in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.

4.4 Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Regulations and HIPAA Security Regulations if done by Covered Entity, except to the extent that Business Associate will use or disclose PHI for Data Aggregation or management and administrative activities and legal responsibilities of Business Associate.

5. Security Restrictions on Business Associate.

5.1 General. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security Regulations.

5.2 Agents; Subcontractors. Business Associate will ensure that any agent, including a subcontractor, to whom Business Associate provides EPHI, agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of such EPHI.

5.3 Reporting of Security Incidents. Business Associate shall report to Covered Entity any Security Incident affecting EPHI created, received, maintained, or transmitted by Business Associate on behalf of Covered Entity, of which Business Associate becomes aware. This Section constitutes notice to Covered Entity of routine and ongoing attempts to gain unauthorized access to Business Associate's information systems (each an "Unsuccessful Attack"), including but not limited to pings, port scans, and denial of service attacks, for which no additional notice shall be required provided that no such incident results in unauthorized access to Electronic PHI.

5.4 HIPAA Security Regulations Compliance. Business Associate agrees to comply with Sections 164.306, 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations with respect to all EPHI.

6. Term and Termination.

6.1 Term. This Agreement shall take effect on the Effective Date (as defined below), and shall terminate when all of the PHI disclosed to Business Associate by Covered Entity or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section 6.

6.2 Termination for Cause. If Covered Entity determines that Business Associate has breached a material term of this Agreement, Covered Entity will provide written notice to Business Associate which sets forth Covered Entity's determination that Business Associate breached a material term of this Agreement, and Covered Entity may:

6.2.1 Provide written notice to Business Associate which provides an opportunity for Business Associate to cure the breach or end the violation, as applicable. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, then Covered Entity may immediately thereafter terminate this Agreement; or

6.2.2 Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.2.3 If neither termination nor cure is feasible as provided in Sections 6.2.1 and 6.2.2 of this Agreement, Covered Entity will report the violation to the Secretary.

6.3 Effect of Termination.

6.3.1 Except as provided in Section 6.3.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision also applies to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of the PHI.

6.3.2 In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate will provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon reasonable determination that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

7. Indemnification. Business Associate shall indemnify, defend and save harmless Covered Entity and each of its officers, directors, agents and employees from and against any and all third party claims, demands, suits and proceedings (each, a "Claim") and all related losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees that arise out of or result from:

- A. A breach by Business Associate of any of its representations, warranties, covenants or obligations contained in this Agreement;
- B. Business Associate's acts or omissions constituting bad faith, willful malfeasance, negligence or reckless disregard of its duties under this Agreement; or
- C. Accrue to or result from any of Business Associate's Subcontractors or any other person, firm or corporation acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties in furnishing or supplying services, material or supplies in connection with the performance of this Agreement.
- D. Any unauthorized access, use, modification or disclosure of PHI maintained, processed, created, received or transmitted by Business Associate or a Subcontractor; *provided however*, Business Associate shall have no liability for any unauthorized access, use, modification or disclosure of PHI made at the written direction of Covered Entity or pursuant to a good faith interpretation of the policies and procedures of Covered Entity.

For purposes of this Section 7, neither Business Associate nor any Subcontractor shall be considered an agent of Covered Entity. Business Associate's obligations under this Section 7 regarding indemnification will survive any expiration or termination of this Agreement.

8. Miscellaneous.

8.1 Regulatory References. A reference in this Agreement to a section in the HIPAA Privacy Regulations, HIPAA Security Regulations, or HIPAA Breach Notification Regulations means the section as in effect or as amended.

8.2 Amendment. If any new state or federal law, rule, regulation, or policy, or any judicial or administrative decision, affecting the use or disclosure of PHI is enacted or issued, including but not limited to any law or regulation affecting compliance with the requirements of the HIPAA Privacy Regulations or the HIPAA Security Regulations, the parties agree to take such action in a timely manner and as is necessary for Covered Entity and Business Associate to comply with such law, rule, regulation, policy or decision. If the parties are not able to agree on the terms of such an amendment, either party may terminate this Agreement on at least thirty (30) days' prior written notice to the other party.

8.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement ("Effect of Termination") shall survive the termination of this Agreement.

8.4 Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Privacy Regulations and the HIPAA Security Regulations. The section and paragraph headings of this Agreement are for the convenience of the reader only, and are not intended to act as a limitation of the scope or meaning of the sections and paragraphs themselves.

8.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Business Associate and Covered Entity and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

8.6 Assignment. This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld; provided that no such consent shall be required for either party's assignment or transfer of this Agreement in connection with a sale or transfer of all or substantially all of the business or assets of the assigning party. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

8.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties as to its subject matter and supersedes all prior communications, representations, and agreements, oral or written, of the parties with respect to its subject matter.

8.8 Severability and Waiver. The invalidity of any term or provision of this Agreement will not affect the validity of any other provision. Waiver by any party of strict performance of any provision of this Agreement will not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision of this Agreement.

8.9 Notices. Any notices permitted or required by this Agreement will be addressed as follows or to such other address as either party may provide to the other:

If to Covered Entity: OCHIN Inc.
Attn: General Counsel
1881 SW Naito Parkway
Portland, Oregon 97201

If to Business Associate: Clackamas County
2051 Kaen Road, #367
Oregon City, OR 97045

8.10 Counterparts. This Agreement may be executed in multiple counterparts, all of which together will constitute one agreement, even though all parties do not sign the same counterpart.

8.11 Effective Date. This Agreement will become effective on July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this BUSINESS ASSOCIATE AGREEMENT to be duly executed as of the Effective Date.

Covered Entity

By: _____
Name: Richard Swift _____
Title: Director _____

Business Associate

DocuSigned by:
By: Abigail Sears
/07B54B9AB5144A...
Name: Abigail sears _____
Title: CEO _____

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #9699**

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Health, Housing, and Human Services Department and its Health Centers Division and OCHIN ("Contractor"). This Addendum shall be attached to, and incorporated into, the OBS Personal Services Contract with OCHIN, Inc., ("Vendor Agreement"). As used below, "Contract" means this Addendum and the Vendor Agreement. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on June 30, 2025.
 [Software] This Contract may be extended only if ninety (90) days prior to the then expiration date, the Contractor provides a written quote to the County for a one year renewal term, and the County accepts a new renewal term by the issuance of an official County purchase order. Except for the renewal term and associated fee, no other terms and conditions of the original Contract may be changed through this process.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **Sarah Jacobson**.
- C. Invoices and Payments.** Invoices shall be submitted to: healthcenterap@clackamas.us.
 Payment and late fees shall only be in accordance with 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.
- D. Insurance.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Suite 367, Oregon City, OR 97045 or healthcentercontracts@clackamas.us.

Required - Workers Compensation: Contractor shall comply with the workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.126.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

The insurance described in this section shall not be cancelled or materially changed without Contractor providing at least sixty (60) days written notice to the County. This policy(s) shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- E. Debt Limitation.** The 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.
- F. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.

Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. 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 breach entitling County to terminate this Contract for cause.

G. Governing Law; Venue. 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.

H. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon ninety (90) days written notice to Contractor and, upon receipt of the written notice, Contractor shall stop performance, and County shall pay Contractor for the goods or services delivered and accepted; (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; (iii) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

I. Compliance. Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract.

J. Tax Compliance. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and 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 or applicable law.

K. Indemnification. Contractor agrees to indemnify, hold harmless and defend the County, its officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of Contractor or Contractor's employees or agents. Any obligation of the County to indemnify, hold harmless and defend Contractor, its officers, elected officials, agents and employees, or any other indemnitee, shall only be to the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300) from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based on damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the County or the County's employee or agents.

L. Dispute Resolution. No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

- M. Records.** Contractor shall maintain all accounting records relating to this Contract according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant County, the federal government, and their duly authorized representatives' access to the Records, including reviewing, auditing, copying, and making transcripts. Any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law ORS 192.
- N. Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.
- O. Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- P. 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.

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

OCHIN, Inc.

Clackamas County, signing on behalf of the County Commissioners by:

DocuSigned by:

 707854B1A05144A... 5/27/2020


Authorized Signature Date

 Abigail Sears CEO
 Name/Title (Printed)

Authorized Signature Date

 Richard Swift, Director
 Name/Title (Printed)

Approved As To Form:

 5/28/20

 Clackamas County Counsel Date

June 11, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to the Intergovernmental Agreement with
the City of Sandy
for the SE Sandy ADA Improvements Project

Purpose/ Outcome	Amendment #1 adds \$75,000 to the Intergovernmental Agreement (IGA) for the construction of additional ADA Ramps in SE Sandy, Oregon. These improvements will provide new and replacement ADA Ramps to pedestrians for safer intersections for citizens within the SE Sandy neighborhoods.
Dollar Amount and Fiscal Impact	Original IGA CDBG funds: \$75,000 Amend #1 CDBG funds: \$75,000 City of Sandy: \$28,000 Total Project funds: \$178,000
Funding Source	U.S. Housing and Urban Development (HUD) No County General Funds are involved.
Duration	June – September 2020, Planned Construction Schedule.
Previous Board Action/ Review	Intergovernmental Agreement approved by BCC on September 5, 2019
Strategic Plan Alignment	1. Build a strong infrastructure 2. Ensure safe, healthy and secure communities
Counsel Review	The original IGA was approved by County Counsel on August 7, 2019.
Contact Person(s)	Steve Kelly - H3S/ Community Development Division: (503) 650-5665
Contract No.	H3S 9439

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Intergovernmental Agreement Amendment #1 with the City of Sandy for the SE Sandy ADA Ramps Improvements Project. The Amendment would add \$75,000 of CDBG funds to the current \$75,000 for a new IGA total of \$150,000. The City will provide a minimum match requirement of \$28,000 toward the project.

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

Respectfully submitted,

 Gary A. Cook, H3S Deputy / For

Richard Swift, Director
Health, Housing and Human Services

**AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT
Between**

**CLACKAMAS COUNTY HEALTH HOUSING AND HUMAN SERVICES
DEPARTMENT, COMMUNITY DEVELOPMENT DIVISION**

And

THE CITY OF SANDY

H3S Contract #: 9439

Board Order #: N/A

Amendment Requested by: Mark Sirois, CD Manager

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

The City of Sandy and the Community Development Division (CDD) determined there is a need to add to the original scope of work for the SE Sandy ADA Improvements Project for in the City of Sandy. The City of Sandy and their hired engineer (Curran-McLeod) determined additional ADA Ramps and Curbs would be useful in the work area on the SE side of Sandy, to make for a more improved project for the citizens of Sandy. Therefore, the City of Sandy and Curran-McLeod have requested additional available Community Development Block Grant (CDBG) funds for this upcoming project. The existing Intergovernmental Agreement (IGA) section III. Budget & Financial needs a language change for clarity.

The current CDBG funds allocated in the Intergovernmental Agreement for construction is \$75,000. The City has request additional available CDBG funds for \$75,000 dollars. Of the additional available funds, CDD's Project Coordinator would use \$10,000 dollars to administrator this construction project with the City's engineer. The new total of CDBG funds for the SE Sandy ADA Improvements Project would be \$140,000 to be used solely for construction work.

The original IGA stated that this project would be completed by June 30, 2020. This is not possible due to the COVID-19 pandemic that has occurred. Therefore, all parties agree that the new project will be completed by February 1, 2021.

No County General funds are involved in this project.

TO AMEND

TERMS

3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development ("HUD"), Community Development Block Grant ("CDBG") funds toward the Project at the sum not to exceed **Seventy Five Thousand Dollars (\$75,000.00)** ("CDBG Funds") for accomplishing the Work required by this Agreement. The CDBG funds allocated for the Project will be paid directly to any contractor hired by County to perform the Work ("Contractor") upon full execution of a construction contract. The Agency agrees to pay all Project costs in excess of the CDBG funds, including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$120,000 dollars. If, following receipt of construction bid proposals as part of the County's public bid process for construction or during performance of the construction contract, either party determines the Project cannot be completed with available funds, the County and Agency agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

TO READ

TERMS

3. **Consideration.** The County agrees to provide U.S. Department of Housing Urban Development ("HUD"), Community Development Block Grant ("CDBG") funds toward the Project at the sum not to exceed **One Hundred Forty Thousand Dollars (\$140,000.00)** ("CDBG Funds") for accomplishing the Work required by this Agreement. The CDBG funds allocated for the Project will be paid directly to any contractor hired by County to perform the Work ("Contractor") upon full execution of a construction contract. The Agency agrees to pay all Project costs in excess of the CDBG funds, including any change orders or other additional expenses related to the construction contract, once the Contractor is hired.

The parties anticipate that the total costs of completing the Project will not exceed the sum of \$200,000 dollars. If, following receipt of construction bid proposals as part of the County's public bid process for construction or during performance of the construction contract, either party determines the Project

cannot be completed with available funds, the County and Agency agree to negotiate, in good faith, a possible modification of the Project or this Agreement to accommodate funding limitations. If the parties are unable to reach an agreement as to a modified Project or amendment to the Agreement, this Agreement shall terminate, the parties shall bear their own costs incurred as of the date of termination, and the parties shall have no further obligations regarding this Agreement.

CITY OF SANDY

39250 Pioneer Blvd.
Sandy, Oregon 97055



Jordan Wheeler, City Manager

4/29/20

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Richard Swift, Director
Health, Housing and Human Services
Department

Date

June 11, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with City of Gladstone – Gladstone Senior Center to Provide Older Americans Act Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #3 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$12,378 for a revised agreement maximum of \$61,097. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Amendment is effective April 21, 2020 and terminates on June 30, 2020
Previous Board Action	061319-A2, 043020-A4
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.
County Counsel	Amendment in a format approved by County Counsel and has been reviewed by EOC Command
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9314; Subrecipient #20-004

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons living in the Gladstone service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

This amendment adds \$12,378 in funding for the 2019-20 fiscal year effective April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

Page 2 – Staff Report: H3S#9314
June 11, 2020

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift", followed by the text "H3S Deputy / For" written in a smaller, less legible script.

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9314 Subrecipient #: 20-004 Board Agenda #: 061319-A2, 043020-A4

Division: Social Services Amendment Number: 3

Contractor: City of Gladstone – Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$12,378.

This Amendment #3, when signed by the City of Gladstone – Gladstone Senior Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County (“COUNTY”) will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended (“agreement”);

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$48,719**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

a. **Grant Funds.** The COUNTY's funding of **\$23,601** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,795** from Federal

Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

TO READ:

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$61,097**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$35,979** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,795** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$10,725** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

12. Major Disaster Declaration number DR4499OR Agreement Provisions. *County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and*

Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.

III. AMEND: Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

TO READ: Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

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Amend:

CITY OF GLADSTONE - SENIOR CENTER
Fiscal Year 2019-20

	OAA III B	OAA III B	OAA III C1	OAA III C1	OAA III C2	OAA III C2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CM	FF Act	16AORT3HD	FF & CARES Acts	16AIRT3PH	N/A	16AORNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
COVID Grant Award						6,104		N/A									6104	
Case Management	2,661	750						296								108 hrs	3,707	\$34.33
Reassurance	2,825	750						314								95	3,889	\$37.72
Information & Assist.	3,322							369								190	3,691	\$17.44
Transportation - OAA	4,288							477							1,175	1,567	5,940	\$2.74
Community Outreach	500							56								10	556	\$50.00
PHYSICAL ACTIVITY: FALLS PREVENTION (Evidence Based)							650	0		0						8.6 Classes	650	\$75.00
Trans - Ride Con In Dist								0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.								172						1,795	0	N/A	1,967	N/A
Medicaid Transp. non-medical								0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt			1,345		5,055			712							9,600	10,000	16,712	\$1.60
Medicaid Meals					(3,664)			(407)	(985)		11,925				(1,200)	1,250	5,669	\$4.86
TOTALS	13,596	1,500	1,345	-	1,391	6,104	650	1,988	(985)	-	12,631	344	11,548	1,795	10,625		\$62,532	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 48,719

Federal Award Total \$ 25,396

To Read

CITY OF GLADSTONE - SENIOR CENTER
Fiscal Year 2019-20

City of Gladstone – Gladstone Senior Center
Subrecipient Grant Agreement #20-004, Amendment 3

Page 5 of 6

	OAA III B	OAA IIIB	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	16AAORT3HD	F & CARES Act	16AAIRT3PH	N/A	16AAORNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
COVID Grant Award		4,075			6,104		N/A									10,179	
Case Management	2,661	750					296								108 hrs	3,707	\$34.33
Reassurance	2,825	750					314								95	3,889	\$37.72
Information & Assist.	3,322						369								190	3,691	\$17.44
Transportation - OAA	4,288	1,000					477							1,175	1,567	6,940	\$2.74
Community Outreach	500						56								10	556	\$50.00
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)						650	0		0						8.6 Classes	650	\$75.00
Trans - Ride Con In Dist							0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.							172						1,795	0	N/A	1,967	N/A
Medicaid Transp. non-medical							0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt			471	3,422	7,850		433							10,142	10,565	22,318	\$2.07
Site Purchased Meals - Restaurant					960		0									960	
OAA Nutrition Supplies & Special Event					\$1,000		0		\$0							1,000	
Medicaid Meals				(2,773)	(891)		(308)	(985)		11,925				(1,200)	1,250	5,768	\$5.57
TOTALS	13,596	6,575	471	649	15,023	650	1,808	(985)	-	12,631	344	11,548	1,795	11,167		\$75,272	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match -Staff time & Units of Service in excess of contract

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 61,097

Federal Award Total \$ 37,774

City of Gladstone – Gladstone Senior Center
Subrecipient Grant Agreement #20-004, Amendment 3

Except as set forth herein, the COUNTY and the SUBRECIPIENT ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

<p>City of Gladstone – Gladstone Senior Center</p> <p>By: <u><i>Jacqueline M. Betz</i></u> <u>Jacqueline Betz, City Administrator</u></p> <p><u>5-29-2020</u></p> <p>Date</p> <p>Approved as to Content:</p> <p><u><i>Colin Black</i></u> <u>Colin Black, Center Manager</u></p> <p><u>5/29/2020</u></p> <p>Date</p>	<p>CLACKAMAS COUNTY</p> <p>Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader</p> <p>Signing on Behalf of the Board:</p> <p><u>Richard Swift, Director</u> <u>Health, Housing & Human Services Dept</u></p> <p>Date</p>
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June 11, 2020

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #3, to Intergovernmental Subrecipient Agreement with City of Oregon City - Pioneer Community Center to Provide Older Americans Act Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement, Amendment #3 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$35,994 for a revised agreement maximum of \$179,643. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Amendment is effective April 21, 2020 and terminates on June 30, 2020
Previous Board Action	060619-A5, 043020-A2
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.
County Counsel	Amendment in a format approved by County Counsel and has been reviewed by EOC Command.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #9270; Subrecipient #20-008

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons living in the Oregon City service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

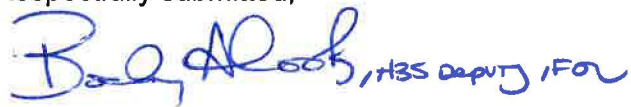
This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services.

This amendment adds \$35,994 in funding for the 2019-20 fiscal year effective April 21, 2020, for COVID related home-delivered meal response and supports. This amendment is in a format approved by County Counsel and has been reviewed by EOC Command.

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 9270 Subrecipient #: 20-008 Board Agenda #: 0060619-A5, 043020-A2

Division: Social Services Amendment Number: 3

Contractor: City of Oregon City - Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the Title III-B and III-C funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation for COVID related increases in services. This results in a net increase to the contract budget of \$35,994.

This Amendment #3, when signed by the City of Oregon City - Pioneer Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2019 as may be amended ("agreement");

WHEREAS, the SUBRECIPIENT and COUNTY desire to amend the Agreement in its entirety as of April 21, 2020 and otherwise modify it as set forth herein;

NOW, THEREFORE, the SUBRECIPIENT and COUNTY hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2019 through June 30, 2020 is:
 4. **Grant Funds** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$143,649**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY's funding of **\$71,459** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation

Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** The COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

TO READ:

- 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$179,643**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

- a. **Grant Funds.** The COUNTY's funding of **\$107,453** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- b. **Other Funds.** The COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$24,332** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

- II. **AMEND:** Exhibit 4 Subrecipient Standard Terms and Conditions to include specific requirements related to the use of "Families First Coronavirus Response Act Funding" and the "Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding" to include a new Section 12 "Major Disaster Declaration number DR4499OR Agreement Provisions" incorporated herein by reference and stated as follows:

- 12. ***Major Disaster Declaration number DR4499OR Agreement Provisions. County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First***

City of Oregon City – Pioneer Community Center
Subrecipient Grant Agreement #20-008, Amendment 3

Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.

III. AMEND: Exhibit 6 – Budget and Units of Services– Unit Cost Schedule incorporated here as Page 4, is hereby amended

TO READ: Exhibit 6 – Budget and Units of Services– Unit Cost Schedule as incorporated here as Page 5

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Amend

City of Oregon City - Pioneer Community Center
Fiscal Year 2019-20

City of Oregon City - Pioneer Community Center
Subrecipient Grant Agreement #20-008, Amendment 3

	OAA IIB	OAA IIB	OAA IIC1	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	NSIP	OAA & Other	Other State	Ride Connection			TriMet	MEDICAD	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	Funds	Funds			In Dist	STF	5310 Funds	STF Funds	Funds	Funds				
Federal Award Numbers	16AORT3SS	CARES Act	16AORT3CM	FF Act	16AORT3HD	FF & CARES Act	16AORT3PH	16AORT3SP	Match	Funds	Funds	OR-65-012	N/A	N/A	N/A					
CFDA Numbers	93.044	93.044	93.045	93.045	93.045	93.045	93.043	93.053				20.513	N/A	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
COVID Grant Award						22,889			N/A										22,889	
LIEAP Intakes									N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792	2,150							533									176	7,475	\$39.37
Reassurance (contacts)	3,770	2,150							419									149	6,339	\$39.85
Information & Assistance	3,359								374									117	3,733	\$28.815
Transportation - OAA	13,988								1,555								2,331	4,663	17,875	\$3.00
Evidence-based Programming							650		0	0								8.6	650	\$75.00
OAA Meal Site Management			6,854		21,271			0	3,128								31,875	37,500	63,128	\$1.60
OPI HDM's										0								0	0	#DIV/0!
Medicaid HDM - APD					(8,207)			(2,206)	(913)						26,712		(2,380)	2,800	13,006	\$4.97
Transportation - Ride Con In District											22,188						1,345	2,689	23,533	\$8.25
Transportation - Ride Con Out-of-Dist												2,265					175	350	2,440	\$6.47
Transportation - Ride Con. Veh. Maint.									687				6,000				N/A	6,687	N/A	
Transport - non-med T19														5,024	10,306		1,085	15,330	\$14.00	
TOTALS	25,909	4,300	6,854	0	13,064	22,889	650	(2,206)	5,783	0	22,188	2,265	6,000	5,024	37,018	2,075	33,346	185,158		

Source of OAA Match - Staff time & Units of Service in excess of contract

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 143,649

Federal Award Totals \$ 77,459

To Read

City of Oregon City - Pioneer Community Center
Fiscal Year 2019-20

City of Oregon City – Pioneer Community Center
Subrecipient Grant Agreement #20-008, Amendment 3

Page 5 of 6

	OAA IIB Funds	OAA IIB Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIIC2 Funds	OAA IIID Funds	NSIP Funds	OAA & Other	Other State Funds	Ride Connection			TriMet STF Funds	MEDICAID Funds	LIEAP Funds	Program Income	NO. OF UNITS	TOTAL COST	REIMBURSE MENT RATE
										In Dist	STF	5310 Funds							
										Federal Award Numbers	16AAORT3SS	CARES Act	16AAORT3CM	16AAORT3HD	F & CARES Act	16AAORT3PH	16AAORNSIP	Match	TriMet
CFDA Numbers	93.044	93.044	93.045	93.045	93.045	93.043	93.053		Funds	N/A	20.513	N/A	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)
COVID Grant Award		15,275			22,889			N/A										38,164	
LIEAP Intakes								N/A							2075		83	2,075	\$25.00
Case Management (hours)	4,792	2,150						533									176	7,475	\$39.37
Reassurance (contacts)	3,770	2,150						419									149	6,339	\$39.85
Information & Assistance	3,359							374									117	3,733	\$28.815
Transportation - OAA	13,988	1,000						1,555								2,331	4,663	18,875	\$3.00
Evidence-based Programming						650		0	0								8.6 Classes	650	\$75.00
OAA Meal Site Management			3,005	15,371	28,509		0	2,043								31,875	37,500	80,803	\$2.10
Site Purchased Meals - Restaurant					3,120			0									390	3,120	\$8.00
OAA Nutrition Supplies					2,500			0										2,500	
Medicaid HDM - APD				(9,644)	(3,224)		(2,206)	(1,072)					26,712		(2,380)	2,800	8,185	\$4.46	
Transportation - Ride Con In District										22,188						1,345	2,689	23,533	\$8.25
Transportation - Ride Con Out-of-Dist											2,265					175	350	2,440	\$6.47
Transportation - Ride Con. Veh. Maint.								687				6,000						6,687	
Transport - non-med T19													5,024	10,306			1,095	15,330	\$14.00
TOTALS	25,909	20,575	3,005	5,727	53,794	650	(2,206)	4,539	0	22,188	2,265	6,000	5,024	37,018	2,075	33,346		219,908	

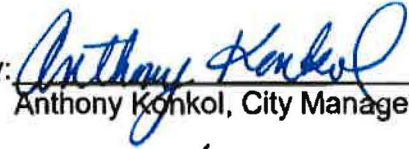

Source of OAA Match - Staff time & Units of Service in excess of contract
CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only

Contract Amount: \$ 179,643

Federal Award Totals \$ 111,925

Except as set forth herein, the SUBRECIPIENT and COUNTY ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

City of Oregon City – Pioneer Community Center	CLACKAMAS COUNTY
By:  _____ Anthony Konkol, City Manager	Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader
_____ 6-1-20 Date Approved as to Content:	Signing on Behalf of the Board:
 _____ Kathy Wiseman, Center Manager	_____ Richard Swift, Director Health, Housing & Human Services Dept.
_____ 5/29/20 Date	_____ Date

June 11, 2020

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of a Revenue Contract with
Trillium Community Health Plan, Inc.

Purpose/Outcomes	This contract provides the funding for certain behavioral health services.
Dollar Amount and Fiscal Impact	Contract maximum payment is \$250,000.00.
Funding Source	No County General Funds are involved. State of Oregon, Oregon Health Plan (OHP) provided through Trillium Community Health Plan.
Duration	Effective September 1, 2020 and terminates on December 31, 2020
Previous Board Action	None
Counsel Review	Contract reviewed and approved April 16, 2020.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Provide coordination, assessment, outreach, and recovery services to Clackamas County residents experiencing mental health and addiction distress so they can achieve their own recovery goals. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9693

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of revenue contract with Trillium Community Health Plan, Inc. for the funding for certain behavioral health services. Trillium is a Coordinated Care Organization contracted with the Oregon Health Authority to arrange for the provision of managed care services under the Oregon Health Plan (OHP) for OHP enrollees. This Contract provides funds for Behavioral Health Crisis, Behavioral Health Intensive Care Coordination, Wraparound Care Coordination, Choice Care Coordination and Peer & Community-based Services.

This Contract is effective September 1, 2020 and continues through December 31, 2020. Maximum compensation is \$250,000.00. County Counsel reviewed and approved this Contract on April 16, 2020.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink that reads "Kelly A. Cook, H3S deputy for". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing & Human Services Department

THIS ADMINISTRATIVE SERVICES AGREEMENT (together with all Attachments, Exhibits, Addendums, and Amendments, this “**Agreement**”) is entered by and between Clackamas County, Oregon, a municipal corporation (“**County**” or “**Vendor**”), duly licensed and operating in accordance with the laws of the State, and Trillium Community Health Plan, Inc. (“**Trillium**” or “**Health Plan**”), (each a “**Party**” and collectively the “**Parties**”), effective as of the first day of the month during which Trillium will report members assigned by the Oregon Health Authority and enrolled in the Oregon Health Plan in the service area contained by Washington, Multnomah, and Clackamas Counties (the “**Effective Date**”).

RECITALS

- A. WHEREAS, Trillium is a Coordinated Care Organization (“**CCO**”) that has entered into a contract (“**CCO Contract**”) with the Oregon Health Authority (“**OHA**”) to arrange for the provision of managed care services under the Oregon Health Plan’s CCO 2.0 Program (“**OHP Program**”) for enrollees in the Oregon Health Plan (“**OHP**”) who have selected or been assigned to Trillium (“**Trillium Members**”, “**Members**” or “**Covered Persons**”).
- B. WHEREAS, the County is a political subdivision of the State of Oregon, operates an array of human services and community health functions for Clackamas County, has established expertise and capability to administer Behavioral Health Services under County’s role as the Local Mental Health Authority (“**LMHA**”), Community Mental Health Program (“**CMHP**”), Community Developmental Disabilities Program (“**CDDP**”), Local Public Health Authority (“**LPHA**”), and services for Children, Youth and Families, and is operating in accordance with all applicable State and federal laws and regulations.
- C. WHEREAS, the County is an entity engaged in the business of providing the services described in this Agreement; and
- D. WHEREAS, Trillium desires to engage the County to provide such services; and the County is willing to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, it is agreed as follows:

1. Services

1.1. Description of Services. Vendor shall perform the services (“**Services**”) and provide the items to be delivered to Health Plan (“**Deliverables**”) as described in Exhibit A, Scope of Services. Health Plan agrees to delegate to Vendor the responsibility to perform certain administrative services provided by Vendor pursuant to this Agreement, subject to the continuing oversight of Health Plan. The terms of this delegation, including a description of the Administrative Services to be provided by Vendor, are set forth in the Delegated Services Agreement attached to this Agreement as Exhibit B. Vendor shall provide Services in a manner that is consistent with the terms of this Agreement, the recognized standard of care for the provision of Services, and applicable federal, state and local law.

1.2. Non-Exclusivity. Health Plan retains the right at all times to negotiate terms and enter into contracts with any other person or entity for services that are the same or similar to the Services without notice to Vendor and without incurring any liability by virtue thereof.

2. **Compensation**

2.1. Fees. In full consideration for Vendor's performance of the Services described in this Agreement, Health Plan shall pay the fees and, if applicable, expenses expressly described in Exhibit C, Compensation Schedule, ("**Fees**") in accordance with its terms and this Agreement. Vendor is not entitled to any compensation or remuneration other than the Fees. Excluding retroactive changes in the number of Clackamas County Health Plan members, under no circumstances shall Health Plan be liable for any Fees presented to Health Plan more than ninety (90) days after the date the underlying Services and/or Deliverables or expenses were provided or incurred, as the case may be. Health Plan may deduct from an invoice any credits or other amounts Vendor owes Health Plan hereunder.

Taxes. Vendor agrees to pay and hold Health Plan harmless against any penalty, interest, additional tax or other charges that may be levied or assessed as a result of the delay or failure of Vendor for any reason to pay any tax or comply with applicable federal and State tax laws.

2.2. Recovery Rights. Health Plan shall have the right to offset or recoup any and all amounts owed by Vendor to Health Plan against amounts owed by Health Plan to Vendor. Health Plan will provide to Vendor notice that includes the reasons Vendor owes Health Plan and evidence supporting amounts owed. Vendor will have fourteen (14) days to dispute or agree with the evidence provided. Should Vendor require additional information, Health Plan will have seven (7) days to provide the information or provide reasoning for not providing the information. Should Health Plan state it is unable to provide the information both Parties shall negotiate alternative means of addressing Vendor's data needs. Vendor's 14-days-to-dispute clock will be considered "on hold" at such time as additional information is formally requested and until the provision of requested and/or negotiated data. Vendor agrees that all recoupment and any offset rights under this Agreement will constitute rights of recoupment authorized under State or federal law and that such rights will not be subject to any requirement of prior or other approval from any court or other government authority that may now have or hereafter have jurisdiction over Vendor. In the event of a dispute, the Parties shall negotiate in good faith to resolve such dispute as soon as practicable.

2.3. Records and Audit. Except as expressly provided otherwise in this Agreement, until the expiration of ten (10) years after the furnishing of Services hereunder, Vendor shall maintain complete and accurate records to validate and document Vendor's (i) compliance with this Agreement, (ii) performance of the Services, and (iii) Fees and expenses, all in accordance with generally accepted accounting principles consistently applied. Vendor will, upon written request, make available to Health Plan and any governmental or regulatory authority and any of their duly authorized representatives this Agreement and all books, documents and records of Vendor that are necessary to verify the foregoing. Vendor shall also provide reasonable assistance to Health Plan or its designated agent in the conduct of audits. Any such audit will be conducted upon reasonable notice during regular business hours, and shall be at Health Plan's expense. All overcharges revealed by any audit hereunder shall be reimbursed to Health Plan within thirty (30) days of Health Plan's notice to Vendor regarding the same. In the event of a dispute regarding any audit results, the Parties shall negotiate in good faith to resolve such dispute as soon as practicable.

3. Delays in Services

3.1. Delays. Vendor will inform Health Plan as early as possible of any anticipated delays in the Services and of the actions being taken to ensure completion of the Services within a time period acceptable to Health Plan. In the event that the proposed plan of action is inadequate to meet Health Plan's contractual obligations to OHA, Vendor and Health Plan shall meet within 7 days of determination of inadequate plan in order to negotiate in good faith a plan to address contractual obligations. Vendor will notify Health Plan if demand for Services exceeds capacity and funding, and the parties will work together to either increase funding or decrease the number of clients served by Vendor. A Vendor's failure to utilize funding received for staffing to support Deliverables shall solely be the responsibility of the Vendor to address. Health Plan's acceptance of additional personnel as provided herein shall not be construed or implied to constitute a waiver of any of Health Plan's rights under this Agreement or Law, including but not limited to rights and remedies in connection with the breach of this Agreement.

3.2. Force Majeure. Neither Party will be liable for any default or delay in the performance of its obligations under this Agreement caused by events outside the party's reasonable control (including but not limited to, fire, flood, terrorism, pestilence, disease outbreak, earthquake, elements of nature or acts of God, riots, or civil disorders) beyond the reasonable control of such Party, provided (i) the non-performing Party is without fault in causing such default or delay, (ii) such default or delay could not have been prevented by reasonable precautions (including the implementation of, and adherence to, a prudent disaster recovery and business continuity plan), and (iii) such default or delay could not reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means.

3.2..1. Upon occurrence of a force majeure event, as soon as reasonably possible, Vendor will provide written notification to Health Plan informing the Health Plan of any services or deliverables adversely impacted by the event including, but not limited to, adverse impacts preventing Vendor from meeting any performance standards or delivering any reporting set forth in this Agreement or required by any applicable federal, state and local regulations. When safe to do so, both parties will collaborate to develop a plan to maximize service provision during the event and, to the extent commercially practicable, for re-implementing those service elements that they could not deliver, or fully deliver, during the force majeure event.

4. Project Management

4.1. Vendor Project Personnel. Vendor shall staff each service included in the Scope of Services with sufficient qualified personnel to complete its obligations hereunder within available funding. Should Vendor's staff be unable to adequately perform necessary tasks so as to adversely impact Deliverables, Health Plan reserves the right to request the associated issue(s) be addressed. Should Vendor decide to move key staff currently involved in Health Plan Deliverables, Vendor will provide thirty (30) days' notice and provide a plan for ensuring Deliverables are met.

4.2. Reports. Vendor shall provide such written reports to Health Plan as set forth in this Agreement and as reasonably requested by Health Plan, no less than on a semi-annual basis. Additionally, should Vendor fail to meet one or more contract deliverables, Health Plan may request that Vendor shall present to Health Plan a written status report on deficit areas detailing Vendor's plan and

progress in resolving the issues and completing Deliverables, on a task-by-task basis. These reports shall include any unanticipated issues and recommendations for dealing with such issues.

5. Warranties; Compliance with Law

5.1. Service and Performance Warranty. Vendor represents and warrants that it shall perform the Services in a timely, competent, workmanlike manner and in conformance with the requirements of this Agreement, and that all Deliverables will conform to their documentation, functional specifications and requirements.

5.2. Mutual Warranties. Each Party represents and warrants to the other that: (i) it is validly existing under the laws of the state of its formation and has the full right, authority, capacity and ability to enter into this Agreement and to carry out its obligations hereunder; (ii) this Agreement is a legal and valid obligation binding upon the Parties and enforceable according to its terms; and (iii) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument or understanding, oral or written, to which the Party is bound.

5.3. Compliance with Law. Vendor shall provide the Services in compliance with the requirements of all applicable federal, state and local statutes, ordinances, executive orders, regulations and codes and any applicable regulatory guidance, judicial or administrative rulings, requirements of applicable governmental contracts and, if applicable, standards and requirements of any accrediting or certifying organization (collectively, "Law" or "Laws"). Vendor agrees to report any violation of Law committed by Vendor, its employees or subcontractors in the performance of the Services to Health Plan's Compliance Hotline at (866) 685-8664 or Health Plan's Compliance Officer at Health Plan's address for Notices. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, County shall be responsible for any sanctions or penalties that are imposed on County to the extent the reason for the imposition of sanctions or penalties is reasonably attributable to the action or inaction of County in performing its obligations under this Agreement, and provided further that under no circumstances will County be required to pay for any sanctions or penalties assessed against Health Plan that are not caused by the actions or inactions of County. For purposes of the Health Plan's current CCO contract and this Agreement, all references to Laws are references to Laws as they may be amended from time to time. In addition, unless exempt under 45 CFR Part 87 for Faith-Based Organizations, or other federal provisions, Vendor shall comply with the following federal requirements to the extent that they are applicable to the CCO Contract and this Agreement.

Without limiting the generality of the foregoing, Vendor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the CCO Contract and this Agreement: (a) Titles VI and VII of the Civil Rights Act of 1964, as amended, (b) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Section 1557 of the Patient Protection and Affordable Care Act (ACA), (e) Executive Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, as amended, (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) the Mental Health Parity and Addiction Equity Act of 2008, as amended, (j) CMS regulations (including 42 CFR Part 438, subpart K) and guidance regarding mental health parity, including 42 CFR 438.900, et seq., (k) all regulations and administrative rules established pursuant to the foregoing laws, (l) all other applicable requirements of federal civil rights and

rehabilitation statutes, rules and regulations, and (m) all federal laws requiring reporting of Covered Person abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the CCO Contract and this Agreement and required by law to be so incorporated. No federal funds may be used to provide services under this Agreement in violation of 42 USC 14402.

5.4. Required CCO Contract Language. The applicable provisions set forth in the CCO Contract and the attached Exhibit D are specifically incorporated by this reference into this Agreement in the event that this Agreement applies to OHP beneficiaries. In the event there is a conflict between the language in this Agreement and the applicable contract provisions in Exhibit D, then Exhibit D shall control.

5.5. Vendor, Affiliates and Subcontractors Providing Services to Health Plan. Vendor represents that Vendor and its affiliates (including, without limitation, any person controlling or under common control with Vendor or in which Vendor has a five percent (5%) or more ownership interest), and their respective employees, officers, directors, representatives, and subcontractors providing Services to Health Plan under this Agreement have not been debarred, suspended or otherwise excluded from participating in: (i) procurement activities under the Federal Acquisition Regulation, or (ii) non-procurement activities under regulations or guidelines implementing or issued under Executive Order No. 12549. Vendor also represents that neither Vendor nor its affiliates, nor any of their respective employees, officers, directors, representatives and subcontractors providing Services to Health Plan under this Agreement: (i) has been or is excluded from Medicare, Medicaid or another federal health care program participation under Sections 1128 or 1128A of the Social Security Act for, among other things, the provision of health care, utilization review, medical social work, or administrative services, or who could be excluded under Section 1128(b)(8) of the Social Security Act as being controlled by a sanctioned individual; (ii) has been or is excluded, disqualified, debarred, suspended or proposed for debarment by the General Services Administration, the Department of Health and Human Services Office of the Inspector General, or other or successor federal or state agency from participation in federal or state health care programs or government procurement or nonprocurement activities or programs; (iii) has been or is discharged or suspended from doing business with any state; or (iv) has been convicted of certain crimes described in Section 1128(b)(8) of the Social Security Act or has a contractual relationship (direct or indirect) with an individual or entity that has been convicted of such crimes. Vendor shall notify Health Plan in writing immediately upon it having knowledge of any investigation, proposal, or action that may result in such an exclusion, disqualification, debarment or suspension of it or any of its affiliates or their respective employees, officers, directors, representatives, including any contractors or subcontractors providing Services to Health Plan under this Agreement, and shall immediately cease using any such person in connection with this Agreement. Upon receipt of such notice or within a reasonable time thereafter, Health Plan may terminate this Agreement by giving written notice thereof to Vendor if Health Plan determines that such termination is necessary or appropriate in order to comply with applicable federal or state law.

6. Confidential Information.

6.1. Except as otherwise required by applicable Laws, County agrees not to disclose to any third party any Confidential Information, as defined in this Section 6.1, that is disclosed to County as a result of County's participation in this Agreement. "**Confidential Information**" will mean all information provided by one Party to this Agreement to another in connection with this Agreement, which is designated "confidential" and/or considered a trade secret under applicable Laws. Each Party agrees that

it will not make use of, disseminate, disclose or in any way circulate any Confidential Information supplied to or obtained by such Party in writing, orally or by observation, except as expressly permitted by this Agreement or as required by applicable Laws or order of a court or administrative agency having jurisdiction. Confidential Information may be used as necessary to perform the services required under this Agreement and may be disclosed by a Party to this Agreement to its own employees that require access to such Confidential Information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an audit or survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

6.2. County agrees that if it receives a public record request seeking any Confidential Information, County shall provide prompt written notice to Health Plan describing the Confidential Information that is the subject of such request and the circumstances of the request, so that Health Plan has the option to seek an appropriate protective order.

7. Term and Termination

7.1. Term. The term of this Agreement commences on the Effective Date and ends on December 31, 2020.

7.2. Termination without Cause. Either Party may terminate this Agreement with ninety (90) days' written notice to the other Party. This Agreement is not transferable without the written consent of both Parties.

7.3. Termination if CCO Contract Terminates. In the event the CCO Contract is terminated for any reason, this Agreement terminates on the effective date of termination of the CCO contract. Vendor shall provide services after termination of this Agreement as specified in Section 7.8.

7.4. Termination for Cause. In the event either Party breaches any provision of this Agreement, the non-breaching Party may terminate this Agreement without penalty or fee upon thirty (30) days' advance written notice to the other Party, provided such breach is not cured within such thirty- (30-) day period. In the event either Party terminates this Agreement for an uncured breach and it is later adjudicated that no breach occurred, the termination shall be deemed to have been made for convenience. Health Plan shall notify Vendor and OHA in writing within thirty (30) calendar days of Health Plan terminating this Agreement when such termination is due to Vendor's failure to meet requirements under the CCO Contract, to deficiencies identified through compliance monitoring of the Vendor, or to any other for-cause reason for termination.

7.5. Breach of CCO Contract. Vendor will be in material breach of this Agreement if Vendor's failure to perform any of its duties hereunder directly causes Trillium to be in breach of the CCO Contract.

7.6. Remedies. Notwithstanding anything in this Agreement to the contrary, where a breach of certain provisions of this Agreement may cause either Party irreparable injury or may be inadequately compensable in monetary damages, either Party may seek such equitable relief in addition to any other remedies which may be available. The rights and remedies of the Parties in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

7.7. **Termination for Nonpayment.** If Trillium fails to pay Vendor any amount owed to Vendor under this Agreement when due, Vendor may give notice to Trillium of intent to terminate for nonpayment. If payment in full of the amount due is not made within sixty (60) business days of the date of the notice, Vendor can terminate this Agreement immediately, provided, however, that Vendor fulfills the obligations set forth in Section 7.8 of this Agreement.

7.8. **Effect of Termination.** Upon the termination or expiration of this Agreement, Vendor shall: (a) deliver to Health Plan all Deliverables, whether or not in completed form, in whatever form or media they may then exist; (b) document the status of the Services that have been terminated and deliver such documentation to Health Plan; and (c) deliver to Health Plan all fees paid by Health Plan for Services and Deliverables that remain unperformed or undelivered as of the date of termination as well as all Health Plan property and materials that are in the possession of Vendor, its employees, subcontractors and agents. The termination or expiration of this Agreement for any reason shall not affect Health Plan's or Vendor's rights or obligations for any Services or Deliverables completed and delivered to Health Plan prior to the date of termination, and Health Plan shall promptly pay all undisputed amounts owed to Vendor for such Services and Deliverables.

8. **Indemnification.** Subject to the limitations in Oregon law, each Party, as an indemnifying party, agrees to defend, indemnify and hold harmless the other Party and its affiliates, and their respective directors, officers, employees and agents from and against any third party claim, expense, liability and loss arising out of the negligence, intentional misconduct or violation of any Law by the indemnifying Party, its employees, subcontractors and agents.

9. **Dispute Resolution.** In the event of any dispute between the Parties relating to the provision of Services by Vendor arising out of, or relating to, this Agreement and/or any Attachment, the Parties shall attempt to resolve the dispute through good faith negotiations between designated representatives of the Parties that have authority to settle the dispute. If the matter has not been resolved within sixty (60) days of the request to commence good faith negotiations, either Party wishing to pursue the dispute shall submit it to binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Notwithstanding the foregoing, in no event may any arbitration be initiated more than one (1) year following the sending of written notice of the dispute. Any arbitration proceeding under this Agreement shall be conducted in the state of Oregon. The arbitrators shall have no right to award any punitive or exemplary damages or to vary or ignore the terms of this Agreement and shall be bound by controlling law. Each Party shall bear its own costs related to the arbitration except that the costs imposed by the AAA shall be shared equally. The existence of a dispute or arbitration proceeding shall not in and of itself constitute cause for termination of this Agreement. Notwithstanding any dispute arising under this Agreement, each Party hereto shall continue to perform its obligations hereunder pending the decision of the arbitrator. This provision shall survive any termination of this Agreement. The Parties hereby consent to the jurisdiction of the courts in the applicable State and of the United States District Courts in the applicable State for injunctive, specific enforcement, or other relief in furtherance of the arbitration proceedings or to enforce judgment of the award in such arbitration proceeding. Judgment on the award rendered may be entered in any court having jurisdiction thereof.

10. **Insurance.**

10.1. Insurance Maintained by County. County will fulfill its insurance obligation through a program of self-insurance, provided that County's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required by the State.

10.2. Insurance Maintained by Trillium. Trillium will obtain and maintain Risk/Private Market Reinsurance pursuant to the requirements within the CCO Contract. Trillium will obtain and maintain all other insurance pursuant to the requirements within the CCO Contract.

11. **Miscellaneous.**

11.1. Use of Name; Publicity. Except for its internal business use, as required by Law or to comply with the request of a governmental entity, neither Party shall use the other Party's name, trademarks, service marks, logos or other identifiers (collectively, "**Trademarks**"), or make any reference to the other Party or its Trademarks in any manner including, without limitation, client lists and press releases without the prior written approval of such other Party, to be obtained through the party of notice as listed in paragraph 11.2 below.

11.2. Notices. Unless otherwise provided herein, any notice, consent, request, or other communication to be given under this Agreement will be deemed to have been given by either Party to the other Party upon the date of receipt, if hand delivered; or three (3) business days after deposit in the U.S. mail if mailed to the other Party by registered or certified mail, properly addressed, postage prepaid, return receipt requested; or one (1) business day after deposit with a national overnight courier for next business day delivery; or upon the date of electronic confirmation of receipt of a facsimile transmission if followed by the original copy mailed to the applicable Party at its address above or other address provided in accordance herewith; or upon the date of transmission of electronic notice to an authorized email address with written confirmation of receipt. Either Party may change its address for notices effective three (3) business days after providing written notice to the other Party. All notices to the other Party are to be addressed to the persons below.

For: Clackamas County

Attn: Director, Behavioral Health Division
Clackamas County
2051 Kaen Road, Suite 154
Oregon City, OR 97045
503-742-5335

For: Trillium

Attn: VP/Director, Compliance
Trillium Community Health Plan
555 International Way, Building B
Springfield, OR 97477
541-485-2155

11.3. Assignment. This Agreement and the duties and obligations of Vendor hereunder are of a unique and personal nature and may not be delegated or assigned (in whole or in part) by Vendor without Health Plan's prior written consent. Any assignment or delegation made by Vendor without Health Plan's written consent is void. The provisions of this Agreement are binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

11.4. Amendments and Modifications. Except as expressly provided otherwise herein, no addition to or change in the terms of this Agreement will be effective or binding on either of the Parties unless reduced to writing and signed by a duly authorized representative of each Party.

CCO Contract Amendments: This Agreement may be amended upon the mutual written agreement of the Parties to comply with any agreement entered into between Trillium and OHA or to comply with any change in applicable law or regulation which affects the validity of any portion of this Agreement. Such amendment shall be documented by written amendment to this agreement after a 30-day notice and no written objection. If such amendment has a material adverse effect on Vendor, Vendor may object to the amendment in writing within 30 days of notice of the amendment. If Vendor objects, such amendment will not go into effect during the time that Health Plan and Vendor negotiate contract terms that address objections in order to meet OHA requirements.

11.5. Independent Contractor. Vendor is acting as an independent contractor in performing the Services hereunder. Nothing contained herein or done in pursuance of this Agreement shall constitute a joint venture, partnership or agency for the other Party for any purpose or in any sense, and neither Party shall have the right to make any warranty or representation to such effect or to otherwise bind the other Party.

11.6. Approval of Subcontractors. Vendor shall obtain Health Plan's written consent before entering into agreements with any new subcontractors for the performance of the Services or portion thereof. Such Health Plan consent shall not be unreasonably withheld. Should Health Plan identify a performance concern with a subcontractor, Health Plan will notify Vendor and work with Vendor to develop a mutually agreeable response to the concern. In the event that concerns are related to health and safety of Members, Vendor shall take such steps necessary to ensure Member safety while addressing performance concerns. Vendor shall ensure that any and all subcontractors are insured in accordance with the insurance provisions of this Agreement, and Vendor shall be responsible for all acts or omissions of its subcontractors.

11.7. Nondiscrimination. This Agreement is subject to the affirmative action and nondiscrimination requirements of Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and Section 402 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and with all rules, regulations, pertaining thereto, which are incorporated herein by specific reference. Vendor agrees not to discriminate in its provision of Services to Health Plan Members on the basis of: race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age, genetic information, source of payment, claims experience, receipt of health care, mental or physical condition, disability or illness, evidence of insurability, including conditions arising out of acts of domestic violence (42 CFR 422.110) or any other characteristic or classification deemed protected under state or federal law. Vendors agrees to provide Services to Health Plan Members in the same manner, in accordance with the same standards, and within the same time availability as offered to non-Plan clients of Vendor consistent with existing medical ethical/legal requirements for providing continuity of care to any client.

11.8. Headings; Captions. Section headings are used for convenience only and shall in no way affect the construction or interpretation of this Agreement.

11.9. Counterparts; Time is of the Essence. This Agreement and any subsequent amendments may be executed in counterparts and by facsimile or emailed PDF signature, all of which taken together constitute a single agreement between the Parties. Each signed counterpart, including a signed counterpart reproduced by reliable means (such as facsimile and emailed PDF), will be considered as legally effective as an original signature. The Parties acknowledge and agree that time is of the essence in this Agreement.

11.10. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 2 (Compensation); Section 5.1 (Service and Performance Warranty); and Sections 6 through 11.

11.11. Waiver and Severability. An individual waiver of a breach of any provision of this Agreement requires the written consent of the Party whose rights are being waived, and such waiver will not constitute a subsequent waiver of any other breach. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, such judgment shall not invalidate or render unenforceable the remainder of the Agreement, provided the basic purposes of this Agreement are achieved through the provisions remaining herein.

11.12. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon, without regard to any conflict of law principles. Any suit or proceeding relating to this Agreement shall be brought only in the state or federal courts located in Oregon, and each Party hereby submits to the personal jurisdiction and venue of such courts.

11.13. Equal Opportunity. Vendor and its subcontractors shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

11.14. Conflicts of Interest. Vendor shall ensure that its personnel do not have conflicts of interest with respect to Health Plan and the Services. "**Conflict of Interest**" includes activities or relationships with other persons or entities that may result in a person or entity being unable or potentially unable to render impartial assistance or advice to Health Plan, or the person's objectivity in performing the contract work is or may be impaired, or a person has an unfair competitive advantage.

11.15. Litigation Assistance. Vendor shall make itself and any subcontractors, employees or agents assisting in the performance of its obligations under this Agreement, available at no cost to Health Plan to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Health Plan, its directors, officers or employees based upon claimed violation of contract or laws, to the extent such testimony is necessary. Health Plan shall pay reasonable market rates to Vendor to the extent that Health Plan retains Vendor to provide expert witness testimony.

11.16. Entire Agreement. This Agreement and all its exhibits and addenda thereto are incorporated herein and constitute the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous negotiations, representations, promises, and agreements concerning the subject matter herein whether written or oral.

ADMINISTRATIVE SERVICES AGREEMENT BETWEEN
TRILLIUM COMMUNITY HEALTH PLAN AND CLACKAMAS COUNTY

2020

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For: Clackamas County

For: Trillium Community Health Plan

Signature

Signature

Name

Chris Hummer

Name

Title

CEO

Title

Date

Date

LIST OF EXHIBITS

Exhibit A – Scope of Services

Exhibit B – Delegated Services Agreement

Exhibit B-1 – List of Services

Exhibit B-2 – Oversight of Delegated Services Policy and Monitoring Plan

Exhibit B-3 – Crisis Services

Exhibit B-4 – Behavioral Health Intensive Care Coordination Services

Exhibit B-5 – Wraparound Services

Exhibit B-6 – Choice Services

Exhibit C – Compensation Schedule

Exhibit D – Oregon Health Plan Product Attachment

Exhibit E – Medicare Advantage and Capitated Financial Alignment Demonstration First Tier Addendum

June 11, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply for Continuum of Care Youth Homelessness Demonstration Program funding for Prevention, Diversion and Access Services for Youth

Purpose/Outcomes	A two-year grant to provide intensive case management and oversight to prevent youth homelessness and facilitate youth access to the range of services they need to become and remain stably housed.
Dollar Amount and Fiscal Impact	\$250,000 per year for two years (CFDA 14.276) A 25% (Cash/In-kind)
Funding Source	Housing and Urban Development
Duration	October 1, 2020 through September 30, 2022
Previous Board Action	N/A
Strategic Plan Alignment	<ul style="list-style-type: none"> • Individuals and families in need are healthy and safe • Ensure safe, healthy and secure communities
Contact Person	Adam Freer, 562-676-7675
Contract No.	N/A

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval to apply for a grant from the Continuum of Care through Clackamas County Community Development for Youth Homelessness Demonstration Program services. Funding will cover staffing costs, subrecipient agreements (yet to be determined), and flexible funds to facilitate youth access to resources and services. Initial funding on this opportunity spans two years, with the potential for long-term continuation of funds.

If awarded, the funding involved is federal (CFDA 14.276) and there is a 25% match (Cash/In-kind) requirement.

RECOMMENDATION:

Staff recommends the Board approval of this request to apply and authorization for Richard Swift, H3S Director to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services

Financial Assistance Application Lifecycle Form

Use this form to track your potential grant from conception to submission.

Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

** CONCEPTION **

Note: The processes outlined in this form are not applicable to disaster recovery grants.

Section I: Funding Opportunity Information - To be completed by Requester

Lead Department: HHS - CFCC

 Application for: Subrecipient Assistance Direct Assistance
 Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only
If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity: Clackamas County Continuum of Care Request For Proposal (issued by Community Development)

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Korene Mather

Requestor Contact Information: korenema@clackamas.us; 503-310-8820

Department Fiscal Representative: scoltvan@clackamas.us

Program Name or Number (please specify): YHDP Homeless Youth Case Management

Brief Description of Project:

This project involves prevention, diversion, and access services to youth and young adults at high risk of, or experiencing homelessness. Funding will support intensive case management, education, employment services, and service coordination to facilitate youth access to applicable resources to assist their transition from short-term shelter to stable, permanent housing.

Name of Funding Agency: HUD (via Community Development - CoC)

Agency's Web Address for funding agency Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: Korene Mather 5/26/2020 5/26/2020
Date

** NOW READY FOR SUBMISSION TO DEPARTMENT FISCAL REPRESENTATIVE **

Section II: Funding Opportunity Information - To be completed by Department Fiscal Rep

Competitive Application <input checked="" type="checkbox"/>	Non-Competing Application <input type="checkbox"/>	Other <input type="checkbox"/>
CFDA(s), if applicable: <u>14.276</u>	Funding Agency Award Notification Date: <u>June 22, 2020</u>	
Announcement Date: <u>May 11, 2020</u>	Announcement/Opportunity #: <u>n/a</u>	
Grant Category/Title: <u>Request For Proposal YHDP</u>	Max Award Value: <u>250,000</u>	
Allows Indirect/Rate: <u>10%</u>	Match Requirement: <u>25%</u>	
Application Deadline: <u>June 4, 2020</u>	Other Deadlines: _____	
Award Start Date: <u>October 1, 2020</u>	Other Deadline Description: _____	
Award End Date: <u>September 30, 2022</u>	Program Income Requirement: <u>no</u>	
Completed By: <u>Korene Mather</u>		
Pre-Application Meeting Schedule: <u>May 18, 2020 (Q&A session)</u>		

Section III: Funding Opportunity Information - To be completed at Pre-Application Meeting by Dept Program and Fiscal Staff

Mission/Purpose:

1. How does the grant/funding opportunity support the Department and/or Division's Mission/Purpose/Goals?

The services required by this funding opportunity align well with CFCC mission to provide prevention, early intervention and system coordination services to the most vulnerable children, youth & families in Clackamas County so they can experience safe and stable home environments at

2. What, if any, are the community partners who might be better suited to perform this work?

CFCC's range of services and ability to leverage other county ideally suit the division for the work required as a result of this funding.

3. What are the objectives of this funding opportunity? How will we meet these objectives?

Major program goals include identifying all unaccompanied youth experiencing homelessness, establishing a "by name list", raising awareness of issues faced by homeless youth, development of a diversion program, establishment of a multidisciplinary team to address individual homeless

4. Does the grant/financial assistance fund an existing program? If yes, which program? If no, what is the purpose of the program?

No, this program is new and results from the award from HUD intended to end youth homelessness.

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If no, can staff be hired within the grant/financial assistance funding opportunity timeframe?

CFCC currently employs staff with the skills and abilities to successfully implement this programming. If needed, staff can be hired using the funds.

2. Are there partnership efforts required? If yes, who are we partnering with and what are their roles and responsibilities?

Yes, this program will require partnerships with all of the organizations serving homeless persons in Clackamas County, all of the youth service providers, all of the organizations and agencies that are awarded funding for youth housing services.

3. If this is a pilot project, what is the plan for sunseting the project and/or staff if it does not continue (e.g. making staff positions temporary or limited duration, etc.)?

This is a pilot project. If awarded, the funding will continue indefinitely.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will fund new programming and the intention is to continue services indefinitely. The grant award will be renewed on a biennial basis.

Collaboration

1. List County departments that will collaborate on this award, if any.

County collaborators include all H3S divisions, Juvenile Department, Resolution Services, and any others that provide resources to youth.

Reporting Requirements

1. What are the program reporting requirements for this grant/funding opportunity?

Reporting will be completed on a quarterly basis, submitted directly to the Youth Advisory Board, Continuum of Care, and HUD

2. How will performance be evaluated? Are we using existing data sources? If yes, what are they and where are they housed? If not, is it feasible to develop a data source within the grant timeframe?

Performance will be evaluated through reports resulting from data entered into the HMIS system, youth response to survey questions about the quality of services, partner response to survey questions about system development.

3. What are the fiscal reporting requirements for this funding?

Fiscal reports and reimbursement requests will be submitted on a monthly basis.

Fiscal

1. Will we realize more benefit than this financial assistance will cost to administer?

Yes, programs and services to address youth homelessness are critical and this program will be the first of its kind to coordinate intensive case management with rapid rehousing and short-term transitional services designed especially for youth.

2. Are other revenue sources required? Have they already been secured?

No other sources of revenue are required.

3. For applications with a match requirement, how much is required (in dollars) and what type of funding will be used to meet it (CGF, In-kind, Local Grant, etc.)?

A 25% match is required. CFCC will use a portion of admin, workforce, and prevention staff FTE and allocated costs, state and county general fund dedicated to prevention programming, and wages and training CGF for the YHDP Youth Advisory Board as its sources of match.

4. Does this grant/financial assistance cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

Yes, 10% of grant funds may be used for indirect costs.

Program Approval:

Korene Mather

5/28/2020

Korene R Mather Digitally signed by Korene R Mather

Date: 2020.05.28 17:27:09 -07'00'

Name (Typed/Printed)

Date

Signature

**** NOW READY FOR PROGRAM MANAGER SUBMISSION TO DIVISION DIRECTOR ****

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY, COUNTY FINANCE OR ADMIN WILL SIGN. ****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Adam S. Freer	5.29.20	Adam S. Freer
Name (Typed/Printed)	Date	Signature
Digitally signed by Adam S. Freer Date: 2020.05.29 12:47:11 -07'00'		

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	06.02.20	Richard Swift
Name (Typed/Printed)	Date	Signature
Digitally signed by Richard Swift Date: 2020.06.02 13:40:37 -07'00'		

FINANCE GRANT MANAGER		
Toni Hessevick	06/02/2020	Toni J Hessevick
Name (Typed/Printed)	Date	Signature
Digitally signed by Toni J Hessevick Date: 2020.06.02 13:40:37 -07'00'		

EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.33B.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input type="checkbox"/>	Denied: <input type="checkbox"/>
Name (Typed/Printed)	Date	Signature

For applications greater than \$150,000 or which otherwise require BCC approval:

BCC Agenda Item #: Date:

OR

Policy Session Date:

County Administration Attestation

**County Administration: re-route to department contact when fully approved.
Department: keep original with your grant file.**