

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement #18869, Amendment #1 with Ride Connection, Inc. to
Provide Funding for Specialized Service Rides Provided by Members of the
Clackamas County Transportation Consortium

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total agreement is \$483,913. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2023
Previous Board Action	011719-A2, 120321-A3
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9870

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreement#18869, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon, Special Transportation Formula (STF) funding for rides provided throughout the County by the Hoodland/Welches, NCPRD-Milwaukie, Molalla and Sandy Adult/Senior Community Centers. This agreement adds continued funding for FY2021-22 and FY2022-23 to reimburse these members of the Clackamas County Transportation Consortium for transportation services they provide to Clackamas County seniors and persons with disabilities that reside outside the regular service area of

the Center. These funds help residents to remain independent and engaged in their community as long as possible.

This agreement is specific to the (4) community centers listed above to provide rides in lift equipped mini-buses and/or vans to residents that are outside their Center's service area who wish to come to the Center for activities and/or meals. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. This agreement also provides funding for these Centers to use taxis to provide transportation to medical facilities outside their service area. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22 and FY22/23. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services



**CONTRACT MODIFICATION #1 to 18869
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$483,913**, in lieu of **\$157,606**, for a total increase of **\$326,307**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$157,606**
- Fiscal Year 2022 - **\$160,742**
- Fiscal Year 2023 - **\$165,565**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2023.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and Clackamas County Social Services have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: Kathleen Rastetter
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

SCOPE OF WORK

July 1, 2021

Project Title: Senior Center Specialized Services

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$483,913

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling, and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- V. Provide service throughout the contract term.

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

Project Description:

Service is provided to all Clackamas County resident living outside the TriMet district who are either 60 plus or have a disability. Rides are provided using both paid and volunteer drivers. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently the only option available to riders as most live outside paratransit boundaries.

Providers: Canby Adult Ctr., Estacada Comm. Ctr., Hoodland Sr. Ctr., Molalla Adult Comm. Ctr., Pioneer Comm. Ctr., Sandy Sr. & Comm. Ctr., and the Transportation Reaching People (TRP) Volunteer Driver program. All are members of the Clackamas County Transportation Consortium. Centers are designated focal/access points that provide a single delivery point for seniors and adults with disabilities to access all community-based services.

All riders receive door to door service. Transportation is provided Monday through Friday. Riders simply call the local provider, or TRP, to schedule a ride.

Marketing is not done in the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use **FY20-23** monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Year 3		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:								
Operating:	\$157,606	\$1,122,633	\$160,742	\$1,132,453	\$165,565	\$1,204,766	\$483,913	\$3,459,852
Capital:						\$8,973		\$8,973
Administrative:		\$35,100		\$35,100		\$35,100		\$105,300
Other (describe):								
Total:	\$157,606	\$1,157,733	\$160,742	\$1,167,553	\$165,565	\$1,248,839	\$483,913	\$3,574,125

EXHIBIT A

Clackamas County Social Services

Contract No. 18869

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Year 3 Amount	Total Amount
Source 1: Funds Requested	\$157,606	\$160,742	\$165,565	\$483,913
Source 2: STF Ride Connection Pass Through	\$336,022	\$342,706	\$527,106	\$1,205,834
Source 3: STF County Consortium	\$32,550	\$32,550	\$34,532	\$99,632
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$40,800	\$118,746
Source 5: STIF County Consortium	\$146,963	\$146,963	\$45,217	\$339,143
Source 6: OAA Title III-B	\$150,000	\$150,000	\$150,000	\$450,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$33,450	\$100,350
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$206,669	\$620,007
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$25,000	\$75,000
Source 10: Rider Donations	\$30,500	\$30,500	\$20,500	\$81,500
Total:	\$1,157,733	\$1,167,553	\$1,248,839	\$3,574,125

Project Measurables:

Measurable	Year 1:	Year 2:	Year 3:
One way Rides	N/A	N/A	N/A
Senior/Person w/ Disability One way Rides	5,750	5,750	6,300
Total paid driver hours	3,000	3,000	2,150
Total volunteer driver hours (increase in hours over FY18 baseline)	200	200	100
Cost per trip			
# of individuals served	350	350	
Vehicle Hours	N/A	N/A	
Vehicle Miles	46,500	46,500	35,000

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18950 with
Ride Connection, Inc. to Provide Funding for Rides Provided
by the Social Services Division-Transportation Reaching People Unit

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Amount \$4,182. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant
Funding Source	Federal Transit Administration 5310 Grant. No County General Funds are involved
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	1. Date of Counsel review: 7/27/21 Initials of County Counsel performing review: KR
Procurement Review	1. Was this processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S# 10298

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18950 with Ride Connection, Inc. This Agreement provides funding for rides that originate inside the TriMet service district and are provided by volunteer drivers through the Transportation Reaching People (“TRP”) program at Social Services. This is continued funding for FY2021-22 to pay a mileage reimbursement stipend to volunteer drivers of the Ride Together program within TRP. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 65 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services TRP program. The Ride Together program provides an additional flexible resource to these residents.


Someone in need of transportation services who has a friend or neighbor who is willing to meet some of their transportation needs can register with the Social Services TRP program. After completing a background check and training, the driver can be reimbursed for approved mileage. The Rider and Driver coordinate the dates and times of these rides which provides the flexibility to meet the Riders evening and weekend transportation needs that other programs cannot currently provide. These volunteer drivers undergo the same screening and receive the same training as all the other Clackamas County Transportation Consortium drivers.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/27/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services

SERVICES AGREEMENT #18950
BETWEEN
Ride Connection and Clackamas County Social Services

PARTIES:

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

RECITALS:

1. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
2. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
3. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
 - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (a) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (b) OMB Circular 2 CFR 200 (c) FTA Master Agreement, (d) Annual Certifications and Assurances, and (e) FTA C 9070.1G.
 - (2) Subrecipient agrees to comply with all Subrecipient monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but

- B. Scope of Services and Changes - Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (1) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal

Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.

- (2) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

F. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an

annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

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

4. Compensation

- A. Agreed Price - The maximum funding to be disbursed to Subrecipient under this Agreement is **\$4,182**. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. Payment Terms - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien

releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.

- C. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.
- D. Subrecipient will use the indirect rate of **0%** to recover costs that are not directly traceable to a particular project/program. This rate applies to all activities referenced in Exhibit A. Indirect cost rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participants support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the indirect rate in the future, it must be approved. Ride Connection will review the proposal to ensure compliance with Uniform Guidance requirements and negotiate with the Subrecipient if Federal requirements allow for a higher rate.

5. Independent Contractor

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same

degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

- A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:
- (i) Bodily injury or death to any person;
 - (ii) Property damage to any personal or real property owned by anyone;
 - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
 - (iv) Infringement of any intellectual property or other third party rights;
 - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
 - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection, Clackamas County, and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, Ride Connection, or Clackamas County, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, Ride Connection or Clackamas County.

- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Subrecipient's obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

8. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

9. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:
 - 1) Commercial General Liability (CGL) Insurance covering bodily injury and property

damage with a limit of not less than \$2,000,000 each occurrence.

- 2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- 3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- 4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- 5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 6) The insurance required under this Paragraph shall:
 - a) Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - b) The Subrecipient or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. Claims, Notice

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).
- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.

- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Subrecipient's obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

11. Termination

- A. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:
- 1) Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
 - 3) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
 - 4) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
 - 5) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
 - 6) Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
 - 7) Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

12. Compliance with Laws

- A. Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and

local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (1) Title VI of the Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659a.142; (4) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (5) the Clean Air Act (42 U.S.C. 7401-7671q); (6) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (7) Executive Order 11738; (8) Environmental Protection Agency regulations (40 CFR part 15); and (9) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.

- B. Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act (“SCA”), for which it is Subrecipient’s sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient’s compliance with this Section.

13. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

14. Communications

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

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045-1819

15. No Third Party Beneficiary

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

16. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this

Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

17. Governing Law

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

18. Dispute Resolution

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

19. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or

change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

20. Severability

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

21. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 21 (Surviving Provisions).

22. Prompt Payment

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

23. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

Signature

Julie Wilcke Pilmer

Printed Name

Chief Executive Officer

Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas


Commissioner: Martha Schrader

Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Approved to Form:

By:  _____
Asst. County Counsel

Dated: 7/27/2021

EXHIBIT A

Clackamas County Social Services
Contract No. 18950

SCOPE OF WORK

July 1, 2021

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost effective manner.

B Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

E Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

F Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.

G Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.

H Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.

I Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.

EXHIBIT A

Clackamas County Social Services

Contract No. 18950

- J Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- K Provide Ride Connection with back up documentation for billing line items upon request.
- L Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- M Attend regular coordination and training meetings to be conducted by Ride Connection.
- N Allow TriMet, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- O Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- P Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- Q Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- R Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- S Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- T Provide service throughout the contract term.

Funding Source Definitions and Restrictions

TriMet

TriMet funding is a local funding source contributed by the Tri-County Metropolitan Transit District. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

FTA 5310

Federal Transit Administration 5310 funding is a Federal funding source. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

Project Funding, Duration and Performance Goals

Contractor will report all rides, including those paid for with Agency Other money, to Ride Connection.

EXHIBIT A

Clackamas County Social Services
Contract No. 18950

Project	Agency	Performance Goal	Funding Source	Grant Amount
Ride Together	Clackamas County Social Services	3000 miles/month and 150 rides/month	TriMet General or FTA 5310	\$4,182
Totals:				\$4,182

Project Service Areas

Project	Service Area
Ride Together	Clackamas County (In TriMet District Only)

Project Service Days and Times

Project	Service Day(s)	Service Hours
Ride Together	All days	All hours

Project Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Ride Together	Over 65 and People with Disabilities	Door to Door, Door through Door

EXHIBIT B

Clackamas County Social Services

Contract# 18950

Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Provider and Provider’s Subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and->. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Provider must submit to Ride Connection on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing the form available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>, completing the form and sending it to Ride Connection.

Provider shall comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by State as if the subcontractors were Provider.

Provider agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at <http://fta.dot.gov/documents/21-Master.pdf>.

Special Federal Terms and Conditions

1. No Government Obligation to Third Parties

Ride Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Ride Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “49CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the

EXHIBIT B

Clackamas County Social Services

Contract# 18950

contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, that pertains to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

EXHIBIT B

Clackamas County Social Services
Contract# 18950

4. Right to Inventions(04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

6. Equal Employment and Civil Rights (04/16)

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The following equal employment opportunity requirements apply to the underlying contract:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees

EXHIBIT B

Clackamas County Social Services

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are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ride Connection requests which would cause Ride Connection to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. Ride Connection participates in a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Ride Connection has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Ride Connection has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of Ride Connection to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

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award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

Any subcontracts or subagreements entered into pursuant to this agreement must include this assurance.

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by Ride Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Ride Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Procurement of Recovered Materials (04/16)

Ride Connection and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following:

1. Laws, Regulations, Requirements, and Guidance. This includes:
 - a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
2. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination

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and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of

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such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they

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are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

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D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Unless otherwise directed by Ride Connection, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which Ride Connection is located.

14.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies

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available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that Ride Connection or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

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19. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

21. Drug-Free Workplace

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- (1) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to the DHS Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- (2) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (3) Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (1) above;
- (4) Notify each employee in the statement required by paragraph (1) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify Ride Connection within ten (10) days after receiving notice under subparagraph (4) from an employee or otherwise receiving actual notice of such conviction;
- (6) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- (7) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (1) through (6);
- (8) Require any subcontractor to comply with subparagraphs (1) through (7); and

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- (9) Neither Contractor, nor any of Contractor's employees, officers, agents or subcontractors may perform any Work required under this Contract while under the influence of drugs.

For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to the DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; Violation of any provision of this subsection may result in termination of the Contract.

22. HIPAA Compliance

If the Services provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA to the extent applicable.

23. Pro-Children Act

Contractor shall comply and require anyone engaged in the performance of Work under this Contract to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. Seq.).

24. Cargo Preference - Reserved

25. Fly America - Reserved

26. Davis-Bacon and Copeland Anti-Kickback Acts - Reserved

27. Seismic Safety - Reserved

28. Veterans Preference (04/16) - Reserved

29. Charter Service Operations (05/17)

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the

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U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. Charter Service Operations (05/17)

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. School Bus Operations (05/17)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified

EXHIBIT B

Clackamas County Social Services
Contract# 18950

under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

32. Buy America (03/06) - Reserved

33. Patent and rights in Data (05/17) - Reserved

END OF EXHIBIT B

EXHIBIT C

Clackamas County Social Services
Contract #18950

PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings Program or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Permanent FAIN tbd, as award is still pending execution in TrAMS; temporary FAIN is 1728-2021-13*

Subrecipient DUNS Number: *96992656.00*

Expected Federal Funding: *\$4,182*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *tbd; still pending in TrAMS*

Award R&D? (Yes/No): *No*

Subaward Period of Performance (Start and End Dates): *-*

Federal Funding Agency (or other pass-through agency if different):

TriMet
Budgets and Grants
1800 SW 1st Avenue
Portland, OR 97210

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

EXHIBIT C

Clackamas County Social Services
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Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G) – This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT D

Clackamas County Social Services

Contract #18950

LOBBYING CERTIFICATE

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

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

Clackamas County Social Services.

Signature: _____

Name: (print) Tootie Smith

Title: Board Chair

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBRECIPIENT BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

EXHIBIT E

Clackamas County Social Services

Contract# 18950

NONDISCRIMINATION CERTIFICATE

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any Subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which

EXHIBIT E

Clackamas County Social Services
Contract# 18950

the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a Subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

EXHIBIT F

Clackamas County Social Services

Contract# 18950

Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the 20th of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to the Service Data Specialist:

Fax (503) 528-1755

partner_reporting@rideconnection.org

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreement #18870, Amendment #1 with Ride Connection, Inc. to
Provide Funding for Specialized Service Rides Provided by Members of the
Clackamas County Transportation Consortium

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total agreement is \$509,864. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2023
Previous Board Action	011719-A2, 120321-A4
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9956

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreement#18870, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon, Special Transportation Formula (STF) funding for rides that originate outside the TriMet service district. All rides are provided throughout the County by members of the Clackamas County Transportation network. The network partners funded by this agreement are local Adult/Senior Community Centers and the Social Services Transportation Reaching People (TRP) program. This agreement adds continued funding for FY2021-22 and FY2022-23 to core base-services of the

network programming as reimburse to providers for transportation services they provide to Clackamas County seniors and persons with disabilities that reside outside the TriMet service district. These funds help residents to remain independent and engaged in their community as long as possible.

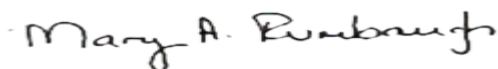
Any disabled adult or person over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Canby, Estacada, Gladstone, Hoodland/Welches, Lake Oswego, Milwaukie, Molalla, Oregon City, and Sandy provide rides in lift equipped mini-buses and/or vans to residents in their service area. The transportation services provided by senior centers are primarily to the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. The TRP program utilizes this funding to provide rides with volunteer drivers in their privately owned autos driven. TRP provides transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. In general, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22 and FY22/23. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services



**CONTRACT MODIFICATION #1 to 18870
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$509,864**, in lieu of **\$163,345**, for a total increase of **\$346,519**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$163,345**
- Fiscal Year 2022 - **\$166,596**
- Fiscal Year 2023 - **\$179,923**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2023.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and Clackamas County Social Services have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: *Kathleen Rastetter*
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Consortium – Base Out of District Services

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$509,864

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- V. Provide service throughout the contract term.

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

Project Description:

Service is provided to all Clackamas County resident living outside the TriMet district who are either 60 plus or have a disability. Rides are provided using both paid and volunteer drivers. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently the only option available to riders as most live outside paratransit boundaries.

Providers: Canby Adult Ctr., Estacada Comm. Ctr., Hoodland Sr. Ctr., Molalla Adult Comm. Ctr., Pioneer Comm. Ctr., Sandy Sr. & Comm. Ctr., and the Transportation Reaching People (TRP) Volunteer Driver program. All are members of the Clackamas County Transportation Consortium. Centers are designated focal/access points that provide a single delivery point for seniors and adults with disabilities to access all community-based services.

All riders receive door to door service. Transportation is provided Monday through Friday. Riders simply call the local provider, or TRP, to schedule a ride.

Marketing is not done the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-23 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Year 3		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:								
Operating:	\$151,845	\$1,122,633	\$155,096	\$1,132,453	\$167,793	\$1,052,535	\$474,734	\$3,307,622
Capital:						\$8,973		\$8,973
Administrative:	\$11,500	\$35,100	\$11,500	\$35,100	\$11,500	\$35,100	\$34,500	\$105,300
Other (describe):								
Total:	\$163,345	\$1,157,733	\$166,596	\$1,167,553	\$179,923	\$1,096,608	\$509,234	\$3,421,895

EXHIBIT A

Clackamas County Social Services

Contract No. 18870

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Year 3 Amount	Total Amount
Source 1: Funds Requested	\$163,345	\$166,596	\$179,923	\$509,864
Source 2: STF Ride Connection Pass Through	\$330,283	\$336,853	\$347,318	\$1,014,454
Source 3: STF County Consortium	\$32,550	\$32,550	\$34,532	\$99,632
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$38,973	\$116,919
Source 5: STIF County Consortium	\$146,963	\$146,963	\$60,873	\$354,799
Source 6: OAA Title III-B	\$150,000	\$150,000	\$150,000	\$450,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$33,450	\$100,350
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$206,669	\$620,007
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$25,000	\$75,000
Source 10: Rider Donations	\$30,500	\$30,500	\$20,500	\$81,500
Total:	\$1,157,733	\$1,167,553	\$1,096,608	\$3,421,895

Project Measurables:

Measurable	Year 1:	Year 2:	Year 3:
One way Rides	N/A	N/A	N/A
Senior/Person w/ Disability One way Rides	15,425	15,425	15,425
Total paid driver hours	2,500	2,500	2,750
Total volunteer driver hours (increase in hours over FY18 baseline)	5,600	5,600	5,600
Cost per trip			
# of individuals served	500	500	500
Vehicle Hours	N/A	N/A	N/A
Vehicle Miles	102,200	102,200	102,200

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18929 with
Ride Connection, Inc. to Provide Funding for Rides Provided by
Volunteer Drivers under the Vets Drive Vets Program

Purpose/Outcomes	Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Agreement Amount \$5,047. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
Funding Source	Federal Transit Administration 5310 Grant. No County General Funds are involved
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	1. Date of Counsel review: 7/27/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10297

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18929 with Ride Connection, Inc. This contract provides funding for rides provided throughout the County by volunteer drivers of the Clackamas County Transportation Consortium. This Agreement provides continued funding for FY21-22 to pay a mileage reimbursement stipend to volunteer drivers of the Vets Driving Vets program for transportation services they provide to Clackamas County seniors and persons with disabilities. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 65 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Vets Driving Vets program provide an additional flexible resource to these residents. Someone in need of transportation services who has a friend or

neighbor who is willing to meet some of their transportation needs, and both rider and driver are veterans, can register with the Social Services TRP program. After completing a background check and training, the driver can be reimbursed for approved mileage. These volunteer drivers undergo the same screening and receive the same training as all the other Clackamas County Transportation Consortium volunteer and paid drivers.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/27/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services

**SERVICES AGREEMENT #18929
BETWEEN
Ride Connection and Clackamas County Social Services**

PARTIES:

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

RECITALS:

1. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
2. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
3. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
 - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (a) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (b) OMB Circular 2 CFR 200 (c) FTA Master Agreement, (d) Annual Certifications and Assurances, and (e) FTA C 9070.1G.
 - (2) Subrecipient agrees to comply with all Subrecipient monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but

- B. Scope of Services and Changes - Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.
- (1) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal

Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.

- (2) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.

F. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an

annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

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

4. Compensation

- A. Agreed Price - The maximum funding to be disbursed to Subrecipient under this Agreement is **\$5,047**. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. Payment Terms - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien

releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.

- C. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.
- D. Subrecipient will use the indirect rate of **0%** to recover costs that are not directly traceable to a particular project/program. This rate applies to all activities referenced in Exhibit A. Indirect cost rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participants support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the indirect rate in the future, it must be approved. Ride Connection will review the proposal to ensure compliance with Uniform Guidance requirements and negotiate with the Subrecipient if Federal requirements allow for a higher rate.

5. Independent Contractor

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same

degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

- A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:
- (i) Bodily injury or death to any person;
 - (ii) Property damage to any personal or real property owned by anyone;
 - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
 - (iv) Infringement of any intellectual property or other third party rights;
 - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
 - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection, Clackamas County, and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, Ride Connection, or Clackamas County, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, Ride Connection or Clackamas County.

- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Subrecipient's obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

8. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

9. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:
 - 1) Commercial General Liability (CGL) Insurance covering bodily injury and property

damage with a limit of not less than \$2,000,000 each occurrence.

- 2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- 3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- 4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- 5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 6) The insurance required under this Paragraph shall:
 - a) Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - b) The Subrecipient or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. Claims, Notice

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).
- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.

- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Subrecipient's obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

11. Termination

- A. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:
- 1) Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
 - 3) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
 - 4) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
 - 5) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
 - 6) Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
 - 7) Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

12. Compliance with Laws

- A. Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and

local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (1) Title VI of the Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659a.142; (4) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (5) the Clean Air Act (42 U.S.C. 7401-7671q); (6) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (7) Executive Order 11738; (8) Environmental Protection Agency regulations (40 CFR part 15); and (9) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.

- B. Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act (“SCA”), for which it is Subrecipient’s sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient’s compliance with this Section.

13. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

14. Communications

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

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045-1819

15. No Third Party Beneficiary

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

16. Assignment

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this

Agreement to any other party without the prior written consent of Ride Connection. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by Ride Connection.

17. Governing Law

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

18. Dispute Resolution

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

19. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or

change, if made shall be effective only in the specific instance and for the specific purpose given. The failure of Ride Connection to enforce any provision of this Agreement shall not constitute a waiver by Ride Connection of that or any other provision. The individuals signing below represent and warrant that they have authority to bind the party for which they sign.

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

20. Severability

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

21. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 21 (Surviving Provisions).

22. Prompt Payment

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

23. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

Signature

Julie Wilcke Pilmer
Printed Name

Chief Executive Officer
Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Approved to Form:


By: _____
Asst. County Counsel

Dated: 7/27/2021

EXHIBIT A

Clackamas County Social Services
Contract No. 18929

SCOPE OF WORK

July 1, 2021

The goods and/or services to be provided by the Clackamas County Consortium include, but are not limited to the following:

A Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost effective manner.

B Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

E Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

F Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.

G Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.

H Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.

I Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.

EXHIBIT A

Clackamas County Social Services

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- J Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- K Provide Ride Connection with back up documentation for billing line items upon request.
- L Orient drivers to the agency’s transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- M Attend regular coordination and training meetings to be conducted by Ride Connection.
- N Allow TriMet, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- O Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- P Implement Ride Connection’s client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- Q Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- R Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- S Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- T Provide service throughout the contract term.

Funding Source Definitions and Restrictions

FTA 5310

Federal Transit Administration 5310 funding is a Federal funding source. This funding can be applied to program operations for both volunteer and paid driver services that are specific to the designated project(s).

Project Funding, Duration and Performance Goals

Contractor will report all rides, including those paid for with Agency Other money, to Ride Connection

Project	Agency	Performance Goal	Funding Source	Grant Amount	50% Match Amount
Veterans Driving Veterans	Clackamas County H3S/SSD	2500 miles/month and 71 rides/month	5310(CFDA 20.513) Federal	\$5,047	\$0 TriMet is funding match for in district
Totals:				\$5,047	\$0

EXHIBIT A

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Project Service Areas

Project	Service Area
Veterans Driving Veterans	All of Clackamas County

Project Service Days and Times

Project	Service Day(s)	Service Hours
Veterans Driving Veterans	M-Th (Dispatch) M-F (Rides)	8:00 AM – 5:00 PM

Project Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Veterans Driving Veterans	Veterans over 65 and Veterans with Disabilities	Door to Door, Door through Door

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Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Provider and Provider’s Subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and->. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Provider must submit to Ride Connection on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing the form available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>, completing the form and sending it to Ride Connection.

Provider shall comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by State as if the subcontractors were Provider.

Provider agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at <http://fta.dot.gov/documents/21-Master.pdf>.

Special Federal Terms and Conditions

1. No Government Obligation to Third Parties

Ride Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Ride Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “49CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the

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contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, that pertains to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

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4. Right to Inventions(04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

6. Equal Employment and Civil Rights (04/16)

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The following equal employment opportunity requirements apply to the underlying contract:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees

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are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ride Connection requests which would cause Ride Connection to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. Ride Connection participates in a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Ride Connection has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Ride Connection has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of Ride Connection to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

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award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

Any subcontracts or subagreements entered into pursuant to this agreement must include this assurance.

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by Ride Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Ride Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Procurement of Recovered Materials (04/16)

Ride Connection and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following:

1. Laws, Regulations, Requirements, and Guidance. This includes:
 - a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
2. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination

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and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of

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such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they

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are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

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Clackamas County Social Services
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D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Unless otherwise directed by Ride Connection, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which Ride Connection is located.

14.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies

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available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that Ride Connection or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

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19. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

21. Drug-Free Workplace

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- (1) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to the DHS Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- (2) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (3) Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (1) above;
- (4) Notify each employee in the statement required by paragraph (1) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify Ride Connection within ten (10) days after receiving notice under subparagraph (4) from an employee or otherwise receiving actual notice of such conviction;
- (6) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- (7) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (1) through (6);
- (8) Require any subcontractor to comply with subparagraphs (1) through (7); and

EXHIBIT B

Clackamas County Social Services

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- (9) Neither Contractor, nor any of Contractor's employees, officers, agents or subcontractors may perform any Work required under this Contract while under the influence of drugs.

For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to the DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; Violation of any provision of this subsection may result in termination of the Contract.

22. HIPAA Compliance

If the Services provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA to the extent applicable.

23. Pro-Children Act

Contractor shall comply and require anyone engaged in the performance of Work under this Contract to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. Seq.).

24. Cargo Preference - Reserved

25. Fly America - Reserved

26. Davis-Bacon and Copeland Anti-Kickback Acts - Reserved

27. Seismic Safety - Reserved

28. Veterans Preference (04/16) - Reserved

29. Charter Service Operations (05/17)

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the

EXHIBIT B

Clackamas County Social Services

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U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. Charter Service Operations (05/17)

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. School Bus Operations (05/17)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified

EXHIBIT B

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under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

32. Buy America (03/06) - Reserved

33. Patent and rights in Data (05/17) - Reserved

END OF EXHIBIT B

EXHIBIT C

Clackamas County Social Services
Contract #18929

PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings Program or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Permanent FAIN tbd, as award is still pending execution in TrAMS; temporary FAIN is 1728-2021-13*

Subrecipient DUNS Number: *96992656*

Expected Federal Funding: *\$5,047*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *tbd; still pending in TrAMS*

Award R&D? (Yes/No): *No*

Subaward Period of Performance (Start and End Dates): *-*

Federal Funding Agency (or other pass-through agency if different):

TriMet
Budgets and Grants
1800 SW 1st Avenue
Portland, OR 97210

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

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Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G) – This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT D

Clackamas County Social Services

Contract #18929

LOBBYING CERTIFICATE

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

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

Clackamas County Social Services.

Signature: _____

Name: (print) Tootie Smith

Title: Board Chair

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBRECIPIENT BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

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Clackamas County Social Services

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NONDISCRIMINATION CERTIFICATE

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any Subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which

EXHIBIT E

Clackamas County Social Services

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the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a Subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

EXHIBIT F

Clackamas County Social Services

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Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the 20th of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to the Service Data Specialist:

Fax (503) 528-1755

partner_reporting@rideconnection.org

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18949 with
Ride Connection, Inc. to Provide Funding for Rides Provided by
Volunteer Drivers under the Vets Drive Vets Program

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	Amount \$206,670. This agreement is funded through the agreements with TriMet and Ride Connection for TriMet General Fund dollars and 5310 FTA/ODOT Funds
Funding Source	TriMet General Funds and 5310 Pass-through funds. No County General Funds are involved
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	1. Date of Counsel review: 7/29/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10300

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18949 with Ride Connection, Inc. This Agreement provides funding for rides that originate inside the TriMet service district. All rides are provided throughout the County by members of the Clackamas County Community-based transportation network. This agreement provides the funding for the core base-services that are provided inside the TriMet district. These funds help residents to remain independent and engaged in their community as long as possible.

Any disabled adult or person over the age of 65 living in Clackamas has access to transportation services either through their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. The Centers located in Estacada, Gladstone, Lake Oswego, Milwaukie, and Oregon City provide rides in lift equipped mini-buses and/or vans to residents in their service area. The transportation services provided by senior centers are primarily to

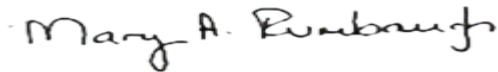
the centers for participation in the nutrition programs and the various services and recreational programs offered at the centers. However, the Centers also provide group transportation for shopping, personal business, and medical appointments in their local area. The TRP program utilizes this funding to provide rides provided by volunteer drivers driving their privately owned autos. TRP provides transportation throughout the county and to medical facilities located in the Portland-metro area. The majority of TRP rides are for medical transportation or personal business. TRP's rides for residents to conduct other personal business includes accessing food banks and grocery stores. In general, all programs offer transportation weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/29/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services

SERVICES AGREEMENT #18949
BETWEEN
Ride Connection and Clackamas County Social Services

PARTIES:

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

RECITALS:

1. In the reauthorization of the Transportation Bill (MAP-21) signed into law on July 6, 2012, federal funding was established for programs that meet the transportation needs of older adults and people with disabilities when the transportation service provided is unavailable, insufficient, or inappropriate to meeting these needs.
2. Pursuant to federal requirements, a selection process has been conducted and Subrecipient was selected for a project through this process.
3. Ride Connection and Subrecipient enter into this Subrecipient Agreement (the "Agreement") for the purpose of procuring Subrecipient's services, for which payment in part shall be from 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the "Services") to be performed by Subrecipient during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Subrecipient, other than the initial scope of Services attached in Exhibit A.
 - (1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Subrecipient shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (a) the terms and conditions applicable to a "Recipient" set forth in the Prime Contract; (b) OMB Circular 2 CFR 200 (c) FTA Master Agreement, (d) Annual Certifications and Assurances, and (e) FTA C 9070.1G.
 - (2) Subrecipient agrees to comply with all Subrecipient monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but

not limited to Title VI compliance and the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>).

- B. Scope of Services and Changes - Subrecipient agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or amended from time to time. Subrecipient further agrees to execute the funded activities described in Exhibit A, in accordance with the terms of those requirements, as they may be amended during the term of this Agreement. This Agreement is subject to any amendments required as a result of agreement between TriMet and Ride Connection or pass-through obligations affecting Subrecipient's scope of Services, and is hereby amended to incorporate those changes. In the event any change to the Services as requested by Ride Connection results in a material increase or decrease in the Services, then an equitable adjustment in the total compensation owed to Subrecipient by Ride Connection shall be determined by Ride Connection and subsequent payments adjusted accordingly. Similarly, if any change to the Services results in a material change to the project schedule, it shall also be accordingly determined and adjusted by Ride Connection after consultation with Subrecipient.
- C. Schedule - Subrecipient and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Subrecipient agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Subrecipient's financial records, management and program systems, and any associated records. Subrecipient shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts - Subrecipient shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit A. Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract entered into. Subrecipient agrees that any subcontractor performing services under this Agreement shall comply with the requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier. Any delay or defect in the performance of any part of Subrecipient's Services shall not relieve Subrecipient of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7. Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies" 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Subrecipient acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the Federal Government deems appropriate.

- (1) Subrecipient also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Subrecipient, to the extent the Federal Government deems appropriate.
 - (2) Subrecipient agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- F. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Subrecipient shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, TriMet or Ride Connection may require. Subrecipient shall permit Ride Connection, TriMet, or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Subrecipient relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Subrecipient shall provide Ride Connection access to records maintained by Subrecipient under this Agreement.
- B. Annual Self-Audit - Subrecipient shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. If Subrecipient expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Subrecipient is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions. Subrecipient shall, at Subrecipient's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Subrecipient responsible for the financial management of funds received under this Agreement. Subrecipient shall at Subrecipient's expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, a copy of any annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement that is performed due to state law or regulation or conducted

as an independent activity. Subrecipient shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Subrecipient or any subcontractor of Subrecipient receiving funds as a result of this Agreement.

- C. Audit Passthrough to Subcontractors - Subrecipient further agrees to include in any third party contract under this Agreement a provision to the effect that the contractor must retain and grant Ride Connection, TriMet, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Subrecipient, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been resolved. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Subrecipient agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

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

4. Compensation

- A. Agreed Price - The maximum funding to be disbursed to Subrecipient under this Agreement is **\$206,670**. Ride Connection shall pay Subrecipient for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from TriMet for Subrecipient's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. No other costs, rates, or fees shall be payable to the Subrecipient. Except as set forth in this Agreement, Subrecipient shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- B. Payment Terms - Subrecipient shall submit to Ride Connection monthly invoices and any other documentation requested by Ride Connection for payment at such times as will enable Ride Connection to apply for payment from TriMet in a timely manner. When

required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Subrecipient shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Subrecipient, and its lower-tier subcontractors and suppliers of any tier, for any portion of Subrecipient's Services.

C. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Subrecipient if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Subrecipient's performance, subject to the dispute resolution process in section 18. Subrecipient shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to TriMet, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

D. Subrecipient will use the indirect rate of **0%** to recover costs that are not directly traceable to a particular project/program. This rate applies to all activities referenced in Exhibit A. Indirect cost rate should be applied to Modified Total Direct Costs (MTDC) after subtracting any donations received. MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participants support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs.

If the Subrecipient chooses to develop an indirect cost proposal to support a rate higher than the indirect rate in the future, it must be approved. Ride Connection will review the proposal to ensure compliance with Uniform Guidance requirements and negotiate with the Subrecipient if Federal requirements allow for a higher rate.

5. Independent Contractor

Subrecipient is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Subrecipient, nor its officers, directors, employees, subcontractors or drivers, are officers, employees or agents of Ride Connection as those terms are used in ORS 30.265. Subrecipient, its directors, officers, employees, subcontractors or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Subrecipient agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Subrecipient uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity's prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Subrecipient shall advise Ride Connection immediately if Subrecipient learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Subrecipient shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

- A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Subrecipient agrees to fully indemnify, defend, and hold harmless the State of Oregon, TriMet, Ride Connection and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of Subrecipient, its officers, employees or agents under this Agreement, to the fullest extent permitted by law, including but not limited to the following:
- (i) Bodily injury or death to any person;
 - (ii) Property damage to any personal or real property owned by anyone;
 - (iii) Failure to comply with any health and safety, corporate or administrative ordinances, regulations, orders, permits, licenses, and laws;
 - (iv) Infringement of any intellectual property or other third party rights;
 - (v) Discharge or causing the discharge of any hazardous or polluting substance; and
 - (vi) Liens, claims, demands, or suits of whatever nature brought by Subrecipient's laborers, subcontractors, material and equipment providers, or other creditors to enforce a right of any kind made upon or against the Services or the real property where the Services are performed.
- B. Indemnity by Subcontractors - Subrecipient agrees to include in any third party contract under this Agreement a provision to the effect that the contractor shall fully indemnify, hold harmless and defend, and hold harmless the State of Oregon, TriMet, Ride Connection, Clackamas County, and their directors, officers, employees and agents (the “Indemnitees”) from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation, resulting from or arising out of the activities of such subcontractor, its officers, employees or agents under the contract between Subrecipient and such subcontractor procured pursuant to this Agreement.
- C. Indemnitee Consent - Subrecipient shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, TriMet, Ride Connection, or Clackamas

County, not purport to act as legal representative of same, without the prior written consent of the Oregon Attorney General, TriMet, Ride Connection or Clackamas County.

- D. Limitation on Indemnification - Subrecipient's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Subrecipient pursuant to this Agreement shall operate to amend the Subrecipient's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.
- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Subrecipient regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Subrecipient's obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

8. Workers Compensation

Subrecipient, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or employers that are exempt under ORS 656.126(2). Subrecipient expressly waives any statutory or common law immunity, in accordance with the Oregon Revised Statutes, Vol. 14, Section 656, Revised Code of Washington, Title 51, as amended, or any other applicable laws or regulations that would otherwise shield an employer from insurance subrogation or other claims.

9. Insurance

- A. While this Agreement is in effect, Subrecipient agrees that it shall maintain in effect the insurance coverage set forth below, as well as to require any subcontractors it uses to agree to comply with the insurance requirements provided below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to require such insurance from its subcontractors.

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

- B. Subrecipient's subcontractors, if any, shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts

described below, and shall be from carriers acceptable to Ride Connection:

- 1) Commercial General Liability (CGL) Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each occurrence.
- 2) Business Auto Liability Insurance covering bodily injury and property damage with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).
- 3) Workers Compensation and Employer's Liability Insurance. The employer's liability limit shall not be less than \$1,000,000 each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.
- 4) Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.
- 5) Tail Coverage, if any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- 6) The insurance required under this Paragraph shall:
 - a) Include Ride Connection, TriMet, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement, and
 - b) The Subrecipient or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

10. Claims, Notice

- A. Notice Period - Subrecipient shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to TriMet pursuant to the Prime Contract (whichever is sooner).

- B. Notice Content - Any claim by Subrecipient must set forth in detail the entitlement and quantum basis for Subrecipient's claim with supporting data and/or the entitlement basis to Ride Connection.
- C. Requirement to Continue Services - Whether or not Subrecipient has a claim pending with Ride Connection, Subrecipient shall continue performing Services under this Agreement. Any suspension of Services by Subrecipient, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Subrecipient's obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

11. Termination

- A. Ride Connection may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Subrecipient, or at such later date as may be established by Ride Connection, under any of the following conditions:
 - 1) Subrecipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof;
 - 2) Subrecipient fails to comply with or perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from Ride Connection fails to correct such failures within 10 days or such longer period as Ride Connection may authorize;
 - 3) Ride Connection fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the work provided in this Agreement, or if Ride Connection determines to terminate for its own convenience;
 - 4) Any laws, regulations, rules or guidelines are modified, changed or interpreted in such a way that financial assistance or purchase of equipment provided for in this Agreement is no longer allowable or is no longer eligible for funding proposed by this Agreement;
 - 5) Both parties agree that continuation of the Project would not produce results commensurate with the further expenditure of funds; or
 - 6) Subrecipient takes any action pertaining to this Agreement without the approval of Ride Connection and which under the provisions of this Agreement would have required the approval of Ride Connection.
 - 7) Subrecipient may terminate this Agreement, in whole or in part, upon 30 days written notice to Ride Connection
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

12. Compliance with Laws

- A. Federal laws and regulations - In addition to those elsewhere specified, Subrecipient shall comply with any applicable federal, state and local laws, rules and regulations applicable to the project hereunder, including but not limited to the following: all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services. Subrecipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable: (1) Title VI of the Civil Rights Act of 1964; (2) Title V and Section 504 of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659a.142; (4) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (5) the Clean Air Act (42 U.S.C. 7401-7671q); (6) the Water Pollution Control Act as amended (33 U.S.C. 1251-1387); (7) Executive Order 11738; (8) Environmental Protection Agency regulations (40 CFR part 15); and (9) and all applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.
- B. Payment of taxes and business license - Subrecipient shall comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act (“SCA”), for which it is Subrecipient’s sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Subrecipient that it is in compliance with the foregoing, and Subrecipient will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Subrecipient’s compliance with this Section.

13. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

14. Communications

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

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Subrecipient:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045-1819

15. No Third Party Beneficiary

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

16. Assignment

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

17. Governing Law

This Agreement shall be governed by the laws of the State of Oregon, to the express exclusion of all other choice of law alternatives.

18. Dispute Resolution

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

19. Entire Agreement/Authority

This Agreement, exhibits, and any other attachments constitute the entire Agreement between the

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

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

20. Severability

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

21. Surviving Provisions

Notwithstanding termination or expiration of this Agreement, the following provisions shall survive and continue to be in full force and effect: 1D (Audit); 2A (Recordkeeping); 6 (Confidential Information); 7 (Indemnification); 8 (Workers Compensation Insurance); 9 (Insurance); 17 (Governing Law); 18 (Dispute Resolution); and 21 (Surviving Provisions).

22. Prompt Payment

Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection. Subrecipient shall not hold retainage from subcontractors.

23. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Terms and Conditions
- Exhibit C: Funding Information
- Exhibit D: Lobbying Certificate (signature required)
- Exhibit E: Nondiscrimination Certificate
- Exhibit F: Reporting Requirements

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WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

CLACKAMAS COUNTY

Signature

Julie Wilcke Pilmer
Printed Name

Chief Executive Officer
Title

Date

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Approved to Form:

By: _____
County Counsel

Dated: _____

EXHIBIT A

Clackamas County Social Services
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SCOPE OF WORK

July 1, 2021

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A Participate in Cost Savings Activities:

B Clackamas County agrees to participate in coordination activities with Ride Connection and other transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost effective manner.

C Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

D Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

E Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

F Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.

G Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.

H Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.

I Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.

J Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.

EXHIBIT A

Clackamas County Social Services

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- K Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- L Provide Ride Connection with back up documentation for billing line items upon request.
- M Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- N Attend regular coordination and training meetings to be conducted by Ride Connection.
- O Allow TriMet, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- P Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- Q Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- R Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- S Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.
- T Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.
- U Provide service throughout the contract term.

Funding Source Definitions and Restrictions

TriMet

TriMet funding is a local funding source contributed by the Tri-County Metropolitan Transit District. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

FTA 5310

Federal Transit Administration 5310 funding is a Federal funding source. This funding may be used for program operations that involve volunteers. TriMet funding cannot be applied to paid driver operations.

Project Funding, Duration and Performance Goals

Contractor will report all rides, including those paid for with Agency Other money, to Ride Connection

EXHIBIT A

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Project	Agency	Performance Goal	Funding Source	Grant Amount
Volunteer Demand Response	Clackamas County Social Services	3,416 rides/month	TriMet General Fund and FTA 5310	\$206,670
Totals:				\$206,670

Service Areas

Project	Service Area
Operations- Clackamas Consortium Base Service (In district)	All of Clackamas County inside the TriMet District

Service Days and Times

Project	Service Day(s)	Service Hours
Operations- Clackamas Consortium Base Service (In district)	M-F	8:00 AM – 5:00 PM

Customer Attributes and Levels of Service

Project	Customer Attributes	Level of Service
Operations- Clackamas Consortium Base Service (In district)	Over 65 and People with Disabilities	Door to Door, Door through Door

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Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Provider and Provider’s Subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/fta-fiscal-year-2019-certifications-and->. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Provider must submit to Ride Connection on or before July 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing the form available at <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>, completing the form and sending it to Ride Connection.

Provider shall comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by State as if the subcontractors were Provider.

Provider agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at <http://fta.dot.gov/documents/21-Master.pdf>.

Special Federal Terms and Conditions

1. No Government Obligation to Third Parties

Ride Connection and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Ride Connection, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statement and Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986 as amended, 31 U.S.C 3801 et seq. And U.S. DOT regulations, “Program Fraud civil Remedies, “49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the

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contract, the Contractor certifies or affirms the truthfulness of any statement it has made, it makes, or causes to be made, that pertains to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two paragraphs in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. Audit and Inspection of Records

- A. Contractor shall maintain a complete set of records relating to this contract, in accordance with generally accepted accounting procedures. Contractor shall permit the authorized representatives of Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this contract until the expiration of three (3) years after final payment under this contract.
- B. Contractor further agrees to include in all of its subcontracts under this contract a provision to the effect that the subcontractor agrees that Ride Connection, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and other records of the subcontractor. The term "subcontract" as used in this Paragraph excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (1) disputes between Ride Connection and Contractor, (2) litigation or settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

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4. Right to Inventions(04/16)

If the contract meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Federal Changes (10/16)

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

6. Equal Employment and Civil Rights (04/16)

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

B. Equal Employment Opportunity – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” must include the specifications set forth in §60-4.3, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The following equal employment opportunity requirements apply to the underlying contract:

- 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees

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are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

7. Incorporation of Federal Transit Administration Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Ride Connection requests which would cause Ride Connection to be in violation of the FTA terms and conditions.

8. Disadvantaged Business Enterprise (11/14)

A. Policy. Ride Connection participates in a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Ride Connection has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, Ride Connection has signed an assurance that it will comply with 49 CFR Part 26. It is the policy of Ride Connection to ensure that DBEs, as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.

B. Contractor and Subcontractor Obligation. Contractor and/or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the

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award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- i. Withholding monthly progress payments;
- ii. Assessing sanctions;
- iii. Liquidated damages; and/or
- iv. Disqualifying the contractor from future bidding as non-responsible.

Any subcontracts or subagreements entered into pursuant to this agreement must include this assurance.

9. Debarment and Suspension (04/16)

The certification in this clause is a material representation of fact relied upon by Ride Connection. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Ride Connection, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. A contract (or subcontract) award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180.

10. Solid Waste Disposal Act (10/16)

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Procurement of Recovered Materials (04/16)

Ride Connection and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Recycled Products

The contractor agrees to comply with all the requirements of section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247

13. Byrd Anti-Lobbying Amendment (10/16)

Contractor shall not use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve the Underlying Agreement, including any extension or modification, the contractor agrees to comply with the following:

1. Laws, Regulations, Requirements, and Guidance. This includes:
 - a) The Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended,
 - b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. part 20, to the extent consistent with 31 U.S.C. § 1352, as amended, and
 - c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and
2. Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the Recipient's or Subrecipient's proper official channels.

A. Definitions. As used in this clause,

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan. "Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian self-determination

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and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- (2) A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- (3) A special Government employee as defined in section 202, title 18, U.S. Code; and,
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

"Person" means an individual, corporation, company association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector. "Recipient" includes all contractors and subcontractors at any tier in connection with a Federal contract. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of

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such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

B. Prohibition

- (1) Section 1352 of title 31, U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (b) For purposes of paragraph B (2) (i) (a) of this section, providing any information specifically requested by an agency or Congress is allowable at any time.
 - (c) For purposes of paragraph B (2) (i) (a) of this section the following agency and legislative liaison activities are allowable at any time only where they are not related to a specific solicitation for any covered Federal action:
 - (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
 - (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
 - (d) For purposes of paragraph B (2) (i) (a) of this section, the following agency and legislative liaison activities are allowable only where they

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are prior to formal solicitation of any covered Federal action:

- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
 - (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,
 - (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by paragraph B (2) (i) of this section are allowable under paragraph B (2) (i).
- (ii) Professional and technical services by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract or an extension, continuation, renewal, amendment, or modification of a Federal contract if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (ii) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
 - (d) Only those services expressly authorized by paragraph B (2) (ii) of this section are allowable under paragraph B (2) (ii).
- (iii) Reporting for Own Employees.

No reporting is required with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

- (iv) Professional and technical services by Other than Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph B (1) of this section, does not apply in the case of any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action, if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal contract or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract.
 - (b) For purposes of paragraph B (2) (iv) (a) of this section, "professional and technical services" shall be limited advice and analysis directly applying to any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not

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directly in the preparation, submission or negotiation of a covered Federal action.

- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (e) Only those services expressly authorized by paragraph B (2) (iv) of this section are allowable under paragraph B (2) (iv).

C. Disclosure

- (1) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, set forth in this document, that the person has not made, and will not make, any payment prohibited by paragraph (b) of this clause.
- (2) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b) of this clause if paid for with appropriated funds.
- (3) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph C (2) of this section. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (c) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.
- (4) Any person who requests or receives from a person referred to in paragraph (C) (1) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph C (1) of this section. That person shall forward all disclosure forms to the agency.

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Clackamas County Social Services
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D. Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

E. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph B of this clause shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) Contractors may rely without liability on the representations made by their subcontractors in the certification and disclosure form.

F. Cost Allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

14. Dispute Resolution and Remedies

14.1 Disputes

Should any dispute arise between the parties concerning this agreement that is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any party commencing litigation. In such an event, the parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the parties, but in the absence of such agreement each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the parties.

14.2 Performance During Dispute

Unless otherwise directed by Ride Connection, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

14.3 Remedies

All claims, counterclaims, disputes and other matters in question between TriMet and the Contractor arising out of or relating to this agreement or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within the State of Oregon in which Ride Connection is located.

14.4 Rights and Remedies

The duties and obligations imposed by the Contract documents and the rights and remedies

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available there under shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law. In the event that Ride Connection or Contractor fail to act, such failure shall not constitute a waiver of any right or obligation afforded to either party under the Contractor or by law, nor shall any such action or failure to act constitute an approval of or acceptance of any breach there under, except as may be specifically agreed in writing by both parties.

15. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

16. Clean Water Requirements (04/16)

If the total value of this contract exceeds \$150,000:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act as amended (42 U.S.C. 7401-7671q). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation to TriMet and understands and agrees that TriMet will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

17. Environmental Violations

For all contracts and subcontracts in excess of \$100,000.00, Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11378, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants, or loans, of facilities included on the EPA List for Violating Facilities. Contractor shall report violations to FTA and to the USEPA Assistant Administrator for Enforcement (ENO329).

18. Energy Conservation

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC section 6321, et seq.).

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19. Privacy Act

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

- (1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

20. Contract Work Hours and Safety Standards Act (04/16)

For contracts over \$100,000 involving mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- A. Overtime requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages - In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

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- C. Withholding for unpaid wages and liquidated damages - The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

21. Drug-Free Workplace

Contractor shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace:

- (1) Contractor certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Contractor's workplace or while providing services to the DHS Clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions;
- (2) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Contractor's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- (3) Provide each employee to be engaged in the performance of Work under this Contract a copy of the statement mentioned in paragraph (1) above;
- (4) Notify each employee in the statement required by paragraph (1) that, as a condition of employment to perform Work under this Contract, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (5) Notify Ride Connection within ten (10) days after receiving notice under subparagraph (4) from an employee or otherwise receiving actual notice of such conviction;
- (6) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988;
- (7) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (1) through (6);
- (8) Require any subcontractor to comply with subparagraphs (1) through (7); and

EXHIBIT B

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- (9) Neither Contractor, nor any of Contractor's employees, officers, agents or subcontractors may perform any Work required under this Contract while under the influence of drugs.

For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to the DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; Violation of any provision of this subsection may result in termination of the Contract.

22. HIPAA Compliance

If the Services provided under this Contract are covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Contractor agrees to deliver the Services in compliance with HIPAA to the extent applicable.

23. Pro-Children Act

Contractor shall comply and require anyone engaged in the performance of Work under this Contract to comply with the Pro-Children Act of 1994 (codified at 20 USC section 6081 et. Seq.).

24. Cargo Preference - Reserved

25. Fly America - Reserved

26. Davis-Bacon and Copeland Anti-Kickback Acts - Reserved

27. Seismic Safety - Reserved

28. Veterans Preference (04/16) - Reserved

29. Charter Service Operations (05/17)

The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) General Transit Employee Protective Requirements – To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this contract and to meet the employee protective requirements of 49 USC A 5333(b), and U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the

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U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections (b) and (c) of this clause.

- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5310(a)(2) for Elderly Individuals and Individuals with Disabilities – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310 (a)(2),n and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on the underlying contract, the Contractor agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. §5333(b), U.S. DOL guidelines at 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth Grant Agreement or Cooperative Agreement with the state. The Contractor agrees to perform transit operations in connection with the underlying contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. §5311 in Non-urbanized Areas – If the contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

The Contractor also agrees to include the applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

30. Charter Service Operations (05/17)

The contractor agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

31. School Bus Operations (05/17)

Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified

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under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.

32. Buy America (03/06) - Reserved

33. Patent and rights in Data (05/17) - Reserved

END OF EXHIBIT B

EXHIBIT C

Clackamas County Social Services
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PASS-THROUGH FUNDING INFORMATION FOR SUBRECIPIENTS

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings Program or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Permanent FAIN tbd, as award is still pending execution in TrAMS; temporary FAIN is 1728-2021-13*

Subrecipient DUNS Number: *96992656.00*

Expected Federal Funding: *\$206,670*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *tbd; still pending in TrAMS*

Award R&D? (Yes/No): *No*

Subaward Period of Performance (Start and End Dates): *-*

Federal Funding Agency (or other pass-through agency if different):

TriMet
Budgets and Grants
1800 SW 1st Avenue
Portland, OR 97210

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

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Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G) – This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT D

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LOBBYING CERTIFICATE

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

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with **THIS** Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) **The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.**

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

Clackamas County Social Services.

Signature: _____

Name: (print) _____

Title: _____

Date: _____

NOTE: CONTRACTORS ARE REQUIRED, PURSUANT TO FEDERAL LAW, TO INCLUDE THE ABOVE LANGUAGE IN SUBCONTRACTS OVER \$100,000 AND TO OBTAIN THIS LOBBYING CERTIFICATE FROM EACH SUBRECIPIENT BEING PAID \$100,000 OR MORE UNDER THIS CONTRACT.

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NONDISCRIMINATION CERTIFICATE

Subrecipient certifies compliance with the following nondiscrimination requirements:

Nondiscrimination

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Subrecipient assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Subrecipient receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Subrecipient retains ownership or possession of the project property, whichever is longer, the Subrecipient assures that:

- (1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Subrecipient assures that it will submit the required information pertaining to its compliance with these provisions.
- (3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any Subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which

EXHIBIT E

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the Federal assistance is extended or for another purpose involving the provision of similar services or benefits.

- (5) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
- (6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

Subrecipient acknowledges that it is subject to the requirements of FTA Circular 4702.1A "*Title VI and Title VI-Dependent Guidelines for FTA Recipients*" as a Subrecipient of federal funds under this Agreement. Further, Subrecipient shall provide Title VI compliance information and measures as may be determined by Ride Connection pursuant to the Circular.

Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Subrecipient assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Subrecipient assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

DBE

Subrecipient will comply with the applicable provisions of 49 CFR Part 26 related to Disadvantaged Business Enterprises and report quarterly to TriMet. This Agreement includes the following assurance by Subrecipient, and each contract Subrecipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contract, Subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FTA-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Ride Connection deems appropriate.

EXHIBIT F

Clackamas County Social Services

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Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the 20th of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to the Service Data Specialist:

Fax (503) 528-1755

partner_reporting@rideconnection.org

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Agreement #18919 with Ride Connection, Inc.
to Provide Funding for Vehicle Maintenance of Ride Connection owned
Vehicles Operated by Social Services-Transportation Reaching People and Community
Center based transportation

Purpose/Outcomes	Vehicle Maintenance support to the Social Services-Transportation Reaching People and Community Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments.
Dollar Amount and Fiscal Impact	Agreement Amounts: \$51,800. The contract is funded through the agreements with State of Oregon, Elderly and Disabled Transportation Fund – Federal Transit Administration 5310 Grant.
Funding Source	Federal 5310 Transportation Funds – matching funds are deducted from the vehicle maintenance reimbursements requests to meet the match requirement. Match is then paid out of the Special Transportation Fund (STF) Contract. No County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	1. Date of Counsel review: 7/27/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S/SSD # 10294

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of Agreement #18919 with Ride Connection, Inc. to provide pass through funding for vehicle maintenance of the vehicles owned by Ride Connection and operated by the rural and urban community-based members of the Clackamas County Transportation Consortium. These agreements will provide reimbursement funding to Consortium members for the routine maintenance of specified vehicles used for transportation services provided to seniors and persons with disabilities.

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

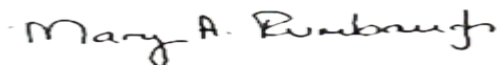
This contract is late due to Ride Connection not being able to release agreements/modifications to its sub-contractors until their funding source released their contract and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its contracts for FY21-22. The maximum funding for agreement #18919 is \$51,800 in grant funds. The term of the agreements is July 1, 2021 to June 30, 2022. County Council reviewed and approved the agreement on July 27, 2021.

No County General Funds are involved. Matching funds are deducted from the vehicle maintenance reimbursements to meet the match requirement. This agreement provides the first year of the two-year grant funding that was awarded during the January 2021 application cycle.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair, or her designee; to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services

**SERVICES AGREEMENT No. 18919
BETWEEN
Ride Connection, Inc., and Clackamas County Social Services**

PARTIES:

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

RECITALS:

1. Ride Connection and Contractor enter into this Agreement (the “Agreement”) for the purpose of procuring Contractor’s services, for which payment in part shall be from Federal Transit Administration, Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310) 5310 Funds.

AGREEMENTS:

1. General

- A. Scope of Agreement - This Agreement contains the terms and conditions that governs all services, and deliverables, (the “Services) to be performed by Contractor during the Term of this Agreement, which shall be amended as needed for one or more projects. However, execution of this Agreement does not obligate Ride Connection to award any Services to Contractor, other than the initial scope of Services attached in Exhibit A.
 - 1) This Agreement consists of this document, all Exhibits or other attachments, and other documents referenced herein and incorporated by this reference. Contractor shall comply with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to the following, which are incorporated into and made a part hereof: (1) the terms and conditions applicable to a “Recipient” set forth in the Prime Contract; (2) OMB Circular 2 CFR 200 (3) FTA Master Agreement, (4) Annual Certifications and Assurances, (5) FTA C 9070.1G.
 - 2) Contractor agrees to comply with all Contractor monitoring policies, procedures, and other requirements that may be established by Ride Connection, including but not limited to the Ride Connection Operation Manual for Transportation Managers (<https://rideconnection.org/partner>).
- B. Scope of Services and Changes - Contractor is responsible for compliance with all applicable federal laws, regulations, executive orders, circulars, rules, policies, procedures and directives, whether or not expressly set forth in this Agreement, including but not limited to Federal Requirements, attached as Exhibit B. Contractor agrees that it is under a continuing obligation to comply with the foregoing requirements, as they be modified or

amended from time to time. Contractor must rely on its own independent judgment to ensure compliance with this section. Oral or written statements by Ride Connection are not to be relied on as a substitute for Contractor's independent obligation to follow all applicable laws as required by this section.

- C. Schedule - Contractor and Ride Connection agree that time is of the essence for all activities comprising the Services under this Agreement.
- D. Audit Right - Contractor agrees that Ride Connection rights of audit and review under Paragraph 2 of this Agreement specifically include Contractor's financial records, management and program systems and any associated records associated with this Agreement. Contractor shall comply with any monitoring and audit requirements established by Ride Connection pertaining to this Agreement.
- E. Subcontracts and Procurements –
 - 1) Contractor shall review and adhere to the Best Practices Procurement & Lessons Learned Manual, a technical assistance manual prepared by the FTA, available on their website: www.transit.dot.gov.
 - 2) Contractor shall not enter into subcontracts for performance of Services under this Agreement except as may be specifically authorized by this Agreement in the attached and incorporated Exhibit D.
 - i. All subagreements must be in writing executed by Contractor and must incorporate and pass through all of the applicable requirements and Exhibits of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Contractor of its responsibilities under this Agreement.
 - ii. Contractor agrees to provide Ride Connection with a copy of any signed subagreement upon request by Ride Connection. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Contractor to Ride Connection within ten (10) days of its being discovered.
 - 3) Contractor shall not be relieved of any responsibility for performance of Contractor's duties under this Agreement, regardless of any subcontract entered into. Contractor agrees that any subcontractor performing services under this Agreement shall comply with the applicable requirements of this Agreement including FTA third-party agreement contract provisions and requirements, as may be amended, and shall enter into a written agreement with each subcontractor requiring the incorporation of those requirements as applicable to each tier.
 - 4) Any delay or defect in the performance of any part of a subcontractor's Services shall not relieve Contractor of its primary obligation under this Agreement to ensure timely and satisfactory performance of all the Services. Any subcontractor delay or defect in performance under this Agreement shall be subject to the indemnification provisions of Section 7.
 - 5) Program Fraud

- (i) Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies” 49 CFR Part 31, apply to its actions pertaining to the Services under this Agreement. Upon execution of this Agreement, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make or cause to be made pertaining to this Agreement. In addition to other penalties that may be applicable, Contractor acknowledges that if it makes, or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.
 - (ii) Contractor also acknowledges that if it makes, or causes to be made a false, fictitious or fraudulent claim, statement, submission, or certification to the Federal Government under an Agreement connected with a project that is financed in whole or part with Federal assistance awarded by FTA under 49 U.S.C. Chapter 53 or any other Federal law, the Government reserves the rights to impose penalties of 18 U.S.C. 1001 and 49 U.S.C 5323(1) on Contractor, to the extent the Federal Government deems appropriate.
 - (iii) Contractor agrees to include the above two clauses in each subcontract it awards under this Agreement financed in whole or in part with FTA funds. It is further agreed that the clauses shall not be modified except to identify the subcontractor who will be subject to the provisions.
- 6) Subagreement insurance - Contractor shall require the other party, or parties, to each of its subagreements to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this agreement. Any insurance obtained by the other party to Contractor’s subagreements, if any, shall not relieve Contractor of the requirements of Exhibit C to this Agreement. The other party to any subagreement with Contractor, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.
- F. ODOT Not A Party - Contractor and Ride Connection acknowledge and agree that notwithstanding any concurrence by ODOT in or approval of the solicitation or award of this Agreement, absent the express written consent by ODOT , ODOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to Contractor, Ride Connection or any other party (whether or not a party to this Agreement or any Agreement awarded pursuant hereto) pertaining to any matter resulting from this Agreement.
- G. Drug-Free Workplace Agreement - Contractor is required to verify that Contractor, its principals, and affiliates will maintain a drug-free workplace for all employees and to have an antidrug policy and awareness program. Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution,

dispensing, possession, or use of a controlled substance (source: 49 CFR § 32.635).

2. Inspection of Records and Services

- A. Recordkeeping Term - Contractor shall maintain intact and readily accessible a complete set of records relating to this Agreement for six (6) years after the date of transmission of the final expenditure report for the Project or if expiration is later, upon expiration of the Agreement, including but not limited to all data, documents, reports, records, contracts and supporting materials as the Federal government, ODOT or Ride Connection may require. Contractor shall permit Ride Connection, ODOT or the Secretary of State of the State of Oregon, the U.S. Department of Transportation, and the Comptroller General of the United States, and all of their respective authorized representatives, to inspect and audit all work, Services, materials, payrolls, books, accounts, and other data and records of Contractor relating to its performance under this Agreement until the expiration of six (6) years after the date of transmission of the final expenditure report for the Project or expiration of the Agreement, if expiration is later. Upon request by Ride Connection, Contractor shall provide Ride Connection access to records maintained by Contractor under this Agreement.
- B. Annual Self-Audit - Contractor shall follow the requirements stated in the Single Audit Act, 31 U.S.C. 7501 et seq. if Contractor expends Federal funds in excess of \$750,000 from all sources in its fiscal year, Contractor is subject to audit conducted in accordance with OMB Circular 2 CFR 200, Audits of States, Local governments, Non-profit Institutions.
- 1) Contractor shall, at Contractor's own expense, submit to Ride Connection, 9955 NE Glisan St, Portland, OR 97220, an annual audit covering the funds expended under this Agreement and shall submit the annual audit of any subcontractor of Contractor responsible for the financial management of funds received under this Agreement.
 - 2) Contractor shall also at its expense, submit to Ride Connection at the foregoing address, a copy of the management letter that accompanies an annual audit covering the funds expended under this Agreement by Contractor or any subcontractor of Contractor receiving funds as a result of this Agreement.
- C. Audit Pass through to Subcontractors - Contractor further agrees to include in any third party contract under this Agreement a provision to the effect that the subcontractor must retain and grant Ride Connection, ODOT, the U.S. Department of Transportation, and the Comptroller General of the United States, or any of their authorized representatives access to all books, documents, papers and records directly pertinent to the contract, for the purpose of making audit, examination, excerpts and transcriptions, until the expiration of six (6) years (three years for federal retention requirements and an additional three years for state retention requirements) after final payment under the contract or expiration of the contract if expiration is later.
- 1) The periods of access and examination described in subparagraphs A and B of this Paragraph for records that relate to (a) disputes between Ride Connection and Contractor, (b) litigation or settlement of claims arising out of the performance of this contract, or (c) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of their duly authorized representatives, shall continue until all disputes, claims, litigation, appeals and exceptions have been

- resolved. Contractor agrees to include in any third party contract under this Agreement a provision to this effect.
- D. The foregoing provisions are in addition to and not in lieu of any other applicable federal or state laws, regulations, rules, circulars or directives. Contractor agrees to include in any third party contract under this Agreement a provision to this effect.

3. Reporting Requirements

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

4. Compensation

- A. The total Project Cost is estimated at **\$57,729**. In accordance with the terms and conditions of this agreement, Ride Connection shall provide Contractor an amount not to exceed **\$51,800** in Grant Funds for eligible costs. Contractor shall provide matching funds for all Project Costs as described in Exhibit A, in the amount of **\$5,929**.
- B. Ride Connection shall pay Contractor for full, complete, and satisfactory performance of the Services, upon Ride Connection's receipt of payment from ODOT for Contractor's Services, at the price and/or rates mutually agreed by the parties under this Agreement for the applicable project. The Grant Funds shall be solely used for the Project described in Exhibit A and shall not be used for any other purpose. No other costs, rates, or fees shall be payable to the Contractor. Except as set forth in this Agreement, Contractor shall bear sole responsibility for all additional expenses incurred in connection with its performance of the Services.
- C. Payment Terms - Contractor shall submit to Ride Connection all vehicle maintenance invoices and any other documentation requested by Ride Connection. When required by Ride Connection, and as a condition precedent to any payment, and particularly final payment, Contractor shall provide, in a form satisfactory to Ride Connection, lien releases, claim waivers, and affidavits of payment from Contractor, and its lower-tier subcontractors and suppliers of any tier, for any portion of Contractor's Services.
- D. Withholding - Ride Connection may withhold payment of funds or offset future payments against funds already paid to Contractor if the funds are not being used in accordance with this Agreement, all required reporting has not been submitted, or there are any unresolved audit findings relating to the Contractor's performance. Contractor shall assure that funds allocated hereunder are used only for the purposes permitted, and shall, upon breach of conditions that require Ride Connection to reimburse funds to ODOT, hold harmless and indemnify Ride Connection for an amount equal to the funds required to be repaid or withheld. In the event a creditor imposes any lien or claim for labor, fringe benefits, taxes, supplies, materials, equipment rental or other charges against the Services covered by this Agreement, thereby legally encumbering the Services, the amount of such obligation may

be deducted by Ride Connection from any payment or payments, including retainage, made under this Agreement.

5. Independent Contractor

Contractor is an independent contractor for all purposes under this Agreement, and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to workers compensation, unemployment taxes, and state and federal income tax withholdings. Contractor shall have sole control and supervision over the manner in which services are performed, subject only to consistency with the terms of this Agreement. Neither Contractor nor its officers, directors, employees, subcontractors or drivers are officers, employees, or agents of Ride Connection as those terms are used in ORS 30.265. Contractor, its directors, officers, employees, subcontractors, or drivers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of Ride Connection for any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise or joint venture between the parties.

6. Confidential Information

Contractor acknowledges that it and its employees and agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to Ride Connection or other agencies. Any and all confidential information that Ride Connection, or other agencies provide to Contractor or its employees or agents in the performance of this Agreement, regardless of whether they are designated in writing as “confidential” shall be deemed to be confidential information (“Confidential Information”).

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, but no less stringent as reasonable care, and shall not, without the disclosing entity’s prior written consent, copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information for any purposes whatsoever, other than the provision of Services hereunder. Contractor shall advise Ride Connection immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Section, and Contractor shall, at its expense, cooperate with Ride Connection in seeking injunctive or other equitable relief against any such person.

7. Indemnification

A. Indemnified Conditions – To the extent provided by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, Contractor shall fully indemnify, defend, save, and hold harmless the State of Oregon, Ride Connection and their directors, officers, employees, and agents (the “Indemnitees”) from and against any and all claims, actions, liabilities, damages, losses, and expenses of any nature whatsoever arising out of, or relating to the negligent acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Agreement.

- B. Indemnity by Contractor's Subcontractors - Contractor agrees to include in any third party contract under this Agreement a provision to the effect that the subcontractor(s) shall fully indemnify, hold harmless and defend the State of Oregon, Ride Connection, Clackamas County, and their directors, officers, employees and agents from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigations and defense, but not limited to the liabilities enumerated above, resulting from or arising out of the negligent acts or omissions of subcontractor, its officers, employees or agents under the contract between Contractor and such subcontractor(s) procured pursuant to this Agreement.

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

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

- C. Indemnitee Consent - Contractor shall not defend any claim in the name of the State of Oregon, any Agency of the State of Oregon, Ride Connection, or Clackamas County, without the prior written consent of the Oregon Attorney General, Ride Connection or Clackamas County.
- D. Limitation on Indemnification - Contractor's indemnification above shall not include any liability to the extent caused by or resulting from the concurrent negligence of any Indemnitees. Any legal limitations now or hereafter in effect affecting the validity or enforceability of the indemnity, defense and hold harmless obligations assumed by Contractor pursuant to this Agreement shall operate to amend the Contractor's obligations only to the minimum extent necessary for the indemnity, defense and hold harmless contractual provision to conform with the requirements of such limitations, and as so modified, the obligations shall continue in full force and effect.

- E. No Consequential Damages – Neither Ride Connection nor any of its officers, employees, directors, and agents shall have any liability to Contractor regardless of the theory of recovery, including breach of contract or negligence, to the other party for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue or profit, whether actual or anticipated, loss of use, failure to realize anticipated savings, loss of or damage to data or other commercial or economic loss. However, Contractor’s obligations under this Agreement are conditioned on receiving the funds from Ride Connection.

F. Insurance

- A. While this Agreement is in effect, Contractor agrees that it shall maintain in effect the insurance coverage set forth in Exhibit C to this Agreement, as well as to require any subcontractors it uses to agree to comply with the aforementioned insurance requirements. Failure of Ride Connection to demand evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to require such insurance from its subcontractors.
- B. **Workers Compensation** - All employers, including Contractor, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 626.126. Employer’s liability insurance of coverage limits of not less than \$500,000 must be included.
Contractor shall ensure that each of its subcontractors complies with these requirements.
- C. The Contractor or its insurer must provide 30 days’ written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

G. Claims, Notice.

- A. Notice Period - Contractor shall provide written notice of any claim under this Agreement to Ride Connection within five (5) business days of the circumstances giving rise to the claim or within sufficient time to allow Ride Connection to give notice to ODOT.
- B. Notice Content - Any claim by Contractor must set forth in detail the entitlement and quantum basis for Contractor’s claim with supporting data and/or the entitlement basis to Ride Connection.
- C. Requirement to Continue Services - Whether or not Contractor has a claim pending with Ride Connection, Contractor shall continue performing Services under this Agreement. Any suspension of Services by Contractor, without written consent by Ride Connection, may be considered by Ride Connection as a material breach of this Agreement. Ride Connection does not waive the requirement for timely written notice and/or timely written submission of the Statement of Claim unless Ride Connection's waiver is unequivocal, explicit, and in writing. However, Contractor’s obligations to provide Services under this Agreement is conditioned on receiving the funds from Ride Connection, and failure to provide the agreed funding is a material breach of the Agreement by Ride Connection.

10. Termination

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

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

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

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

11. Compliance with Laws

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

- (iv) All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations;
 - (v) Clean Air Act (42 U.S.C. 7401-7671q);
 - (vi) Water Pollution Control Act as amended (33 U.S.C. 1251-1387);
 - (vii) Executive Order 11738;
 - (viii) Environmental Protection Agency regulations (40 CFR part 15); and
 - (ix) All applicable standards, orders, regulations and administrative rules established pursuant to the foregoing laws.
- C. Payment of taxes and business license** - Contractor shall pay all filing fees and federal, state, and local taxes applicable to Contractor's business as the same will become due; and comply with all federal, state, and local employment and labor laws and regulations in all aspects of its operations, including, but not limited to, all applicable federal, state, or local labor or employment laws including but not limited to laws and regulations regarding hiring, training, assignments, promotions, discipline and/or discharge, including but not limited to the Services Contract Act ("SCA"), for which it is Contractor's sole responsibility to determine if the SCA applies to it and the Services. Ride Connection may from time to time at its sole discretion seek and obtain a certification from Contractor that it is in compliance with the foregoing, and Contractor will provide, upon reasonable request by Ride Connection, such documents and supporting materials to evidence Contractor's compliance with this Section.
- D. ODOT Conflict of Interest Guidelines** - If required applicable by ODOT, Contractor and its subcontractors shall comply with the ODOT Conflict of Interest ("COI") Guidelines and COI Disclosure Form. Contractor and, to the best of the undersigned's information, knowledge and Contractor's Associates (as defined in the COI Guidelines) are in compliance with and have no disclosures required per the COI Guidelines (available at: <http://www.oregon.gov/ODOT/CS/OPO/Pages/ae.aspx>); Contractor also confirms that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- E. Certificate of Oregon Tax Law Compliance** - By execution of this contract, Contractor certifies under penalty of perjury as provided in ORS 305.385(6), that it is, to the best of its knowledge, not in violation of any Oregon tax law. For purposes of this certification, "Oregon Tax Laws" are ORS Chapters 118, 314, 316, 317, 318, 320, 321 and 323 and sections 10 to 20, chapter 533, Oregon Laws 1981, as amended by chapter 16, Oregon Laws 1982 (first special session); the Elderly Rental Assistance Program under ORS 310.630 to 310.706; and any local taxes administered by the Oregon Department of Revenue under ORS 305.620.

12. Term

This Agreement shall begin on **7/1/2021** and shall remain in effect through **6/30/2022** unless terminated sooner under the provisions of this Agreement.

13. Communications

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

Ride Connection:
John Whitman
Ride Connection
9955 NE Glisan St.
Portland, OR 97220

Clackamas County Social Services:
Kristina Babcock
Clackamas County Social Services
2051 Kaen Rd
Oregon City, OR 97045

14. No Third Party Beneficiary

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

15. Assignment

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

16. Dispute Resolution

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

to mediation within ten (10) days from written notice of concluded negotiations following the Mediation Rules published by the Arbitration Service of Portland, Inc. Unless the parties agree otherwise, mediation shall be held in Portland, Oregon. This Agreement to mediate and any other agreement or consent to mediate entered into in accordance with this Agreement shall be specifically enforceable under the prevailing law of any court having jurisdiction.

17. Prompt Payment

Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the work provided for in the contract. At a minimum, Contractor shall pay subcontractors no later than thirty (30) days from receipt of payment from Ride Connection.

18. Duplicate Payment

Contractor is not entitled to compensation or any other form of duplicate, overlapping, or multiple payments for the same work performed under this Agreement from Ride Connection or any other party, organization, or individual.

19. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

- Exhibit A: Scope of Work
- Exhibit B: Federal Requirements
- Exhibit C: Insurance Requirements
- Exhibit D: Asset Inventory Reporting Requirements
- Exhibit E: Funding Information
- Exhibit F: Reporting Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B, this Agreement without Exhibits, Exhibit A, Exhibit C, Exhibit F, Exhibit E, Exhibit D.

20. Amendments

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

21. Severability

If any provision of this Subcontract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court or arbitrator finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such

provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

22. Surviving Provisions

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

23. Entire Agreement/Authority

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

This Agreement may be executed in two or more counterparts (by facsimile or scanned email PDF), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

24. Debt Limitation

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

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WISHING TO BE LEGALLY BOUND, the parties have caused this Agreement to be executed below by each party's duly authorized representative:

RIDE CONNECTION, INC.

Signature

Julie Wilkie-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY


Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:


By: _____
Clackamas County Counsel

Date: 7/27/2021

EXHIBIT A

SCOPE OF WORK

Preventative maintenance reimbursed in this Agreement is for assets identified in Exhibit D.

Project deliverables, tasks, schedule, and performance measures

All preventative maintenance tasks must be completed on schedule and prior to the expiration date of this agreement.

Preventative maintenance expenses include activities, supplies, materials, labor, services, and associated costs required to preserve or extend the functionality and serviceability of the asset in a cost effective manner. Preventative maintenance includes, but is not limited to the following: oil changes; engine tune-ups; tire purchases; tire maintenance; annual vehicle inspections; scheduled or routine maintenance; and associated parts, supplies, and labor.

Preventative maintenance under this Agreement does not include repairs resulting from motor vehicle accidents, theft, vandalism, or any expense covered by insurance; repairs on vehicles or components under warranty; or repairs paid for in other agreements or contracts.

Project Funding, Duration and Performance Goals

Project	Performance Goal	Funding Source	Project Amount	Grant Amount	Match 10.27%
Preventative Maintenance	150 van/sedan rides per month 300 bus rides per month	5310(CFDA 20.513) Federal	\$57,729	\$51,800	\$5,929
Totals:			\$57,729	\$51,800	\$5,929

EXHIBIT A

VEHICLE PREVENTIVE MAINTENANCE PROGRAM

Per Federal Transit Administration and Rail and Public Transit Division requirements for managing federally-funded assets, agencies must have a documented Vehicle Maintenance Program approved and in place. All vehicles used to provide public transportation must be included in the program, which will include a comprehensive written Vehicle Maintenance Plan. Regardless of vehicle fleet funding, it is important for all agencies providing public transportation to have a strong vehicle maintenance program since well-maintained vehicles are essential to providing a safe and secure ride for passengers. Preventive maintenance is required to ensure vehicles remain in a state of good repair. Preventive maintenance also helps to avoid breakdowns that may jeopardize passenger safety; helps ensure that all equipment, such as wheelchair lifts, is functioning properly; and conserves vehicle maintenance budgets by reducing avoidable unplanned major repairs.

The purpose of a vehicle maintenance program is to:

1. Ensure that the fleet is in a state of good repair;
2. Ensure that a sufficient number of agency vehicles are available to meet daily service needs;
3. Ensure that agency vehicles are safe, serviced regularly, and clean; and
4. Ensure that good vehicle maintenance is provided at a reasonable cost.

Significant components of an effective vehicle maintenance program include:

1. A comprehensive Vehicle Maintenance Plan;
2. An established vehicle service preventive maintenance schedule based on manufacturer's recommendations and warranty requirements;
3. A thorough and documented inspection program including daily driver pre-trip vehicle inspections and post-trip inspections (documentation should include how to report problems, who to report problems to, and who assigns the corrective actions taken);
4. Mileage or time-period based periodic mechanical vehicle service and inspections and corrective actions as required;
5. Required annual vehicle safety inspection schedule for each vehicle, to be performed by a certified mechanic;
6. A regular vehicle exterior and interior cleaning program;
7. A cost-effective vehicle repair function for unplanned break-downs, which may include both in-house and out-sourced repair services;
8. A facility for safe and secure off-hour vehicle storage;
9. A vehicle management information system to schedule and track vehicle maintenance activities, as well as vehicle labor and parts costs, by vehicle; and
10. Maintenance records of all service and repairs (invoices, or in-house reports if agencies

EXHIBIT A

perform services) for each vehicle. Maintain these records throughout the life of the vehicle and retain records for three years following the disposal of the vehicle.

I. CAPITALIZED VEHICLE PREVENTIVE MAINTENANCE

Preventive maintenance projects are reimbursable at the capital match rate in the FTA 5310 and 5311 grant program. Capitalized preventive maintenance allowable costs include:

1. Scheduled or routine maintenance, such as changing belts, hoses, and distributor parts;
2. Oil changes and tune-ups;
3. Tire purchases and tire maintenance;
4. Wheelchair lift servicing and repairs;
5. Annual safety inspections performed by a certified mechanic; and
6. Associated maintenance labor, parts, and supplies.

Preventive maintenance in a capital grant is limited to one major component rebuild or planned overhaul per vehicle included in the grant. Agencies considering a major vehicle re-build, should complete a brief cost-benefit analysis to determine if the additional vehicle life secured by a re-build justifies the re-build cost, and whether the same funds applied towards a new vehicle would provide the agency greater value.

Unauthorized capitalized maintenance expenses include:

1. Vehicle fuel;
2. Vehicle oil, lubrication, or engine fluids purchased for inventory;*
3. Vehicle parts and other expendables purchased for inventory;*
4. Shop supplies;
5. Repairs resulting from accidents covered by insurance;
6. Insurance policy deductibles, or other costs covered by insurance; and
7. Repairs that should be charged to warranties or service agreements.

* *The cost of lubrication, oil, engine fluids, and parts that are expended in the course of a specific vehicle service are allowable as capitalized preventive maintenance, as a portion of the total vehicle servicing cost.*

II. VEHICLE MAINTENANCE PLAN

Publicly owned transportation vehicle assets represent a significant investment of public funds. It

EXHIBIT A

is the goal of the FTA to ensure that all public transit assets, including vehicles, are preserved and maintained cost-effectively, in a state of good repair, and that they remain in safe condition. RPTD's responsibility is to see that this goal is met.

Ride Connection has a *Vehicle Maintenance Plan*. The Vehicle Maintenance Plan is an agency policy document that addresses and includes:

1. Goals and objectives of the agency's maintenance program, and how these were established;
2. An inventory of the agency's vehicle assets, and a schedule and process for periodically updating the inventory;
3. A description of maintenance responsibilities within the agency, encompassing management, supervision, drivers, and maintenance staff;
4. A preventive maintenance plan with the following components:
 - a) A preventive maintenance servicing schedule for each vehicle in the agency fleet, based on manufacturers' recommendations for the size, type and components or equipment contained on that specific vehicle;
 - b) A process for managing and monitoring vehicle warranties and, if applicable, service agreements, to ensure all service requirements are met;
 - c) A vehicle daily servicing plan designed to prepare the vehicle for daily revenue service (typically includes interior cleaning and key fluids checks);
 - d) A vehicle inspection procedure which should include both driver's daily pre-trip inspections and post-trip inspections, reports;
 - e) Mechanic's mileage-based service and inspections;
 - f) A procedure for follow-up for repairs arising from pre-trip and post-trip inspections, and documentation regarding any vehicle being pulled from service until required repairs are made;
 - g) A schedule for periodic exterior vehicle cleaning and more thorough interior cleaning, that takes into account seasonal and environmental conditions;
 - h) An annual vehicle safety inspection by a certified mechanic. This inspection must include all safety components and is not complete unless it includes inspection of ADA-related equipment such as lifts, securements, handrails, etc; and
 - i) New driver vehicle orientations, to ensure proper and safe use of the vehicle and any installed equipment.
5. A vehicle repair policy for unplanned mechanical breakdowns, whether repairs are performed in-house or are contracted out;
6. A vehicle storage procedure for safe and secure vehicle storage off-hours;
7. The agency's vehicle management information system (VMIS) established to document vehicle inspections, maintenance and repair activities. The system should track actual dates,

EXHIBIT A

services performed, parts used, costs incurred, and when the next service/inspection is due (miles and/or date).

III. INDIVIDUAL VEHICLE PREVENTIVE MAINTENANCE SCHEDULE AND RECORDS

All grant recipient agencies are required to prepare a preventive maintenance schedule for every grant-funded vehicle. Base vehicle preventive maintenance schedules on manufacturer's recommendations for the specific vehicle.

Vehicle Condition Definitions: RPTD has established vehicle condition definitions that comply with FTA guidelines, and are useful to agencies for assessing and documenting the status of their vehicle fleet. These definitions can be found in the Asset Management section.

Forms and Checklists: For agencies that do not have their own forms and checklists, please request copies from Ride Connection.

Records Retention Requirement: Retain all individual vehicle records, including maintenance and repair records for three years after disposition of the vehicle.

Scheduled Service Intervals: The preventive maintenance schedule should include expected service triggers for maintenance services to be performed. These may be either time periods (example: every three months), or miles elapsed (example: every 3,000 miles). Establish service intervals for different types of maintenance as multiples of a common denominator, whether mileage-based or time-based. This minimizes the frequency of preventive maintenance servicing, and optimizes vehicle in-service operation.

For example, if oil is changed every 3,000 miles, schedule tire rotations every 6,000 miles and transmission fluid changes every 24,000 miles (as long as these intervals meet manufacturer recommendations). For a time-based service interval program, this example could equate to every three months, six months, and twelve months.

The scheduled service should address every component included in the manufacturer's warranty requirements schedule, including all safety equipment and ADA-accessibility equipment such as wheelchair lifts.

Service intervals should also take into consideration seasonal and environmental factors, such as winter conditions, salted or sanded roads, rough road conditions, city-versus-rural driving, coastal fog and sea salt conditions, regular hill or mountain driving, etc.

Wheelchair Lift Maintenance: A survey of major wheelchair lift dealers in Oregon indicates that because of widely varying lift usage rates, manufacturers recommend that preventive maintenance for powered lifts be scheduled based on lift cycles, rather than on time-based intervals. For instance, if a dial-a-ride bus deploys the lift 30 times a day, it would require more

EXHIBIT A

frequent service than a limited-route van requiring eight deployments a day. Oregon began using cycle counters on vehicle lifts in April 2005.

Agencies should include a vehicle lift preventive maintenance section in the Vehicle Maintenance Plan. The lift preventive maintenance section should address the following:

1. A preventive maintenance schedule based on lift cycles, according to manufacturers' recommendations;
2. Regularly scheduled visual lift inspections by drivers, and by mechanics during in-shop maintenance; and
3. New staff orientation and training on operation of the lift and of the cycle counter (for drivers and shop technicians).

Vehicle Preventive Maintenance Records: Maintain vehicle maintenance records for each vehicle, verifying maintenance has been performed according to vehicle manufacturers' established preventive maintenance schedule. The maintenance records will also show that recommended repairs are made on a timely basis.

Vehicle maintenance and repair documentation is an FTA and ODOT requirement for all federally or state funded assets. All vehicle maintenance records must be made available when requested by RPTD staff or its representatives.

Keep vehicle maintenance records for each vehicle in separate files, these include:

1. Vehicle Maintenance Schedule for each vehicle (see above);
2. Documentation of annual safety inspections, including ADA components, performed by a certified mechanic with manufacturer-certified training for the vehicle and for specialized, on-board ADA components;
3. Completed daily pre-trip and post-trip driver checklists documenting that all safety features are functioning. The driver's pre-trip checklist must include deploying any wheelchair lift equipment and interlock features. The post-trip checklist must include indications of service or repairs required, action taken to do the work, and whether or not the vehicle must be taken out of service until repair or service is done, based on agency maintenance policies and safe operation standards;
4. Copies of all invoices, or internal repair orders, documenting that the maintenance and repairs performed.

IV. VEHICLE REPAIRS AS PART OF PREVENTIVE MAINTENANCE

Vehicle repairs include planned major parts replacements (one instance per vehicle per biennium may be reimbursed in a capital preventive maintenance grant); repairs arising out of pre-trip, post-trip, or mileage/time-based inspections (including annual safety inspections); and wear and tear

EXHIBIT A

repairs or replacements (e.g., nicks and minor windshield chips, cracked light covers, individual seat tears, tires, planned brake jobs, lift repairs, bus washing and detailing, etc.).

Although defined as maintenance repairs, warranty/recall servicing, warranty/recall parts replacement, and repairs resulting from accidents, are not eligible expenses in RPTD capitalized preventive maintenance grants. Warranty work should be performed in a timely manner, and agencies should access the manufacturer's warranty via the vendor if assistance is needed to determine what is covered. Any warranty work not covered should be reimbursed as an operating expense, not in the capitalized preventive maintenance grant. Accident repairs are covered by insurance. Any deductibles or charges resulting from an accident are considered operating expenses that cannot be reimbursed from a capital preventive maintenance grant.

Agencies should use some form of Vehicle Repair Work Order form or sheet to record the repair activities. It should include, at a minimum, the start and end date of repairs; the reason for the repair (for example, bus wouldn't start, check engine light came on, inspection finding, or accident); what repairs were made; labor hours; parts used; and who did the work. A Work Order should be used whenever the agency performs the repair service in-house. If a vendor does work, agencies should require work orders or invoices from the company performing the maintenance or repair that, at a minimum, state the issue, parts installed and separate labor charges.

Once the work is completed, the repairs should be documented on the Vehicle Maintenance Chart (see above) and the Work Order should be kept in the individual vehicle maintenance file, where it becomes part of the historical record for that vehicle. These documents are also provided either as required reimbursement documents, or as the basis for completing the vehicle Preventive Maintenance Reimbursement Request attachment form (the Excel spreadsheet developed for use in lieu of providing copies of vendor receipts).

V. VEHICLE CLEANING

It is important that vehicles be regularly cleaned inside and out.

Regular vehicle cleaning helps prevent premature vehicle aging, protects exterior paint, extends the life of protective coatings, and helps prevent rust. It also increases passenger comfort and maintains a positive agency image. Smaller vehicles may be washed at a car wash or with a portable vehicle-washing unit; larger buses may require use of a washing facility (wash rack) or a trip to the nearest truck wash facility. Washing should include periodic washing or steam cleaning the vehicle engine and undercarriage, and application of a protective coating to the painted surfaces, if recommended, and as specified by the manufacturer.

An interior and exterior cleaning schedule should be developed, which specifies cleaning activities to be performed at specified intervals.



EXHIBIT A

VI. VEHICLE STORAGE AND SAFETY

Every transit agency is responsible for protecting its vehicle fleet through good storage and safety practices. Safe and secure vehicle storage encompasses several aspects:

1. **A secured vehicle parking area.** This may be a parking lot with adequate lighting and security, such as security fencing, perimeter motion-detector lighting, or door/window alarms, or a covered bus parking shelter, or a bus barn, also with adequate security.
2. **Security surveillance.** In areas more prone to crime, vandalism, or gang-related activity such as graffiti tagging, some form of additional surveillance may be desirable. This can take the form of electronic surveillance (monitored security cameras), or a routine private patrol service, or both. Security camera monitoring during hours the agency is closed can often be contracted to a commercial security company.
3. **Safety procedures.** Proper storage also incorporates safety procedures such as no-exception brake setting and transmission-in-park requirements of drivers; and setting up the parking area to maximize forward driving and avoid operating vehicles in reverse. Backing up is a frequent accident-generating activity. Entering and exiting safely at the storage facility is also important. Requiring procedures such as 10 MPH maximum driving speeds, and stop signs or markings at intersection points, will help to minimize unnecessary vehicle damage or collisions.
4. **Key Control.** Keys are a vulnerability point for all vehicles. A policy and procedure for locking vehicles and assigned responsibilities for vehicle keys at shift-end should be established.

VII. RESOURCES

Federal Publications

Code of Federal Regulations (CFR) 49

- Part 37, Transportation Services for Individuals with Disabilities (ADA) [49CFR37](#)
- Part 38, ADA Accessibility Specifications for Transportation Vehicles [49CFR38](#)
- Part 393, Parts and Accessories Necessary for Safe Operation [49CFR393](#)
- Part 396, Inspection, Repair, and Maintenance [49CFR396](#)
- Part 571, Federal Motor Vehicle Safety Standards (FMVSS) [49CFR571](#)

Other Useful National Organization Publications

- Community Transportation Association of America (CTAA) – ADA Resources

EXHIBIT A

VIII. EMERGENCY AFTER HOURS CONTACT(S)

Please list at least one emergency contact to reach after hours for vehicle issues.

Name	Phone
1. No Change to exiting contact list	
2.	
3.	

Ride Connection, Inc.

**Clackamas County Social
Services**

Signature

Signature

Printed Name

Brenda Durbin

Printed Name

Title

Director, Social Services Division

Title

Date

July 28, 2020

Date

EXHIBIT B

Summary of Federal Terms and Conditions and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (“Certifications and Assurances”) and Federal Transit Administration Master Agreement (“Master Agreement”)

Contractor’s subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Contractor must submit to Ride Connection on or before October 1 of each year during the term of this Agreement an executed copy of the Certifications and Assurances by printing and completing the form and sending it to Ride Connection. The form is available at: <https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances>.

Contractor agrees to comply with the following provisions and require in its subagreements that the subcontractors comply with all applicable requirements included in the Master Agreement that is signed and attested to by the State of Oregon as if the subcontractors were Contractor. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from Ride Connection or by calling the State at (503) 986-3300, or at www.transit.dot.gov.

Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Contractor will report to Ride Connection on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Contractor shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Contractor's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this

EXHIBIT B

program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

4. Contractor must include the following language in each subagreement Contractor signs with a subcontractor:

The subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The subcontractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor or subcontractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Ride Connection deems appropriate.

5. By executing the Agreement, contractors receiving in excess of \$100,000 in federal funds, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Contractor **shall** complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

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EXHIBIT C
INSURANCE REQUIREMENTS

General

Contractor shall obtain and provide:

- i. Insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance of this Agreement and of any sub agreement commences, and
- ii. Maintain the insurance in full force throughout the duration of this Agreement. Proof of sufficient self-insurance shall satisfy this requirement.

The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Ride Connection. Contractor shall not commence work under this Agreement, and shall not authorize work to begin under a subcontract until the insurance is in full force. Thereafter, Contractor shall monitor continued compliance with the insurance requirements on an annual or more frequent basis.

Contractor shall comply with any requirements of Ride Connection with respect to Contractor's compliance with these insurance requirements, including but not limited to Ride Connection issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Contract as permitted by this Contract, or pursuing legal action to enforce the insurance requirements.

While this Agreement is in effect, Contractor agrees that it shall maintain in effect the insurance coverage set forth below. Prior to commencement of work under this Agreement, Contractor shall furnish to Ride Connection a certificate(s) of insurance executed by a duly authorized representative of each insurer showing compliance with the insurance requirements below. Failure of Ride Connection to demand such certificate or other evidence of full compliance with these insurance requirements, or failure of Ride Connection to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation.

Contractor shall be responsible for payment of all respective premiums and deductibles. Insurance shall be maintained of the types and in the amounts described below, and shall be from carriers acceptable to Ride Connection:

Types and Amounts

Clackamas County is self-insured for workers' compensation, and general, auto and professional liability, in accordance with the provisions of ORS 30.272 (Tort Claims Act) and ORS 656.403 (Workers' Compensation). The County maintains an insurance fund from which to pay all costs and expenses relating to claims for which it is self-insured. The County's exposure for general, auto and professional liability is limited by ORS 30.272 to: \$126,200/\$630,800 property damage and \$1,538,000 total damages per occurrence.

Contractor's subcontractors, if any, shall obtain and provide insurance in the types and amounts as follows:

EXHIBIT C

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).

The employer's liability limit shall not be less than \$500,000 each accident for bodily injury by an accident and \$500,000 each employee for bodily injury by disease. The workers compensation limit shall be equivalent to or better than the Oregon statutory limits.

- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to Ride Connection. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by Ride Connection:

Bodily Injury, Death, and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

- III. **AUTOMOBILE LIABILITY:** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by Ride Connection:

Bodily Injury, Death, and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence). Such insurance shall cover liability arising out of the use of any auto (including owned, hired, and non-owned autos).

Additional Insured

The Commercial General Liability Insurance and Automobile Liability insurance must include Ride Connection, ODOT, the State of Oregon, the Federal Transit Administration, and each of their respective directors, officers, agents, elected officials, and employees as additional insureds with respect to work or operations connected with the Agreement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"Tail" Coverage

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Contractor and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Contractor, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of:

EXHIBIT C

- i. The Contractor's completion and Ride Connection's acceptance of all services required under this Agreement, and the subcontractors completion and Contractor's acceptance of all services required under the sub agreement or,
- ii. The expiration of all warranty periods provided under this Agreement with respect to Contractor and the sub agreement with respect to the subcontractor.

Notwithstanding the foregoing 24-month requirement, if the Contractor or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Contractor or subcontractor may request and Ride Connection may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Ride Connection approval is granted, the Contractor or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

Notice of Cancellation or Change

The Contractor or its insurer must provide 30 days' written notice to Ride Connection before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

Certificate(s) of Insurance

Contractor shall submit to Ride Connection a certificate(s) of insurance for all required insurance before the commencement of performance of services, and upon expiration/renewal of any coverage type. The certificate(s) or an attached endorsement must specify:

- i. All entities and individuals who are endorsed on the policy as Additional Insured and
- ii. For insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Exhibit D CCSS All

As of 2021-07-01 17:38:35 Pacific Standard Time/PST • Generated by Dean Orr • Sorted by License Plate (Ascending)

Project: Project Name ↑	Year	Make	Model	License Plate	Asset Nickname	VIN#	Budget Amount	Start Date	End Date
Canby Adult Center CCC - 21/22 ODOT #35150	2015	Dodge Eldorado	Amerivan	464JFY	AC2024	2C7WDGBG8FR705616	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04236		1FDEE3FS6HDC29364	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	2					\$5,700.00		
Estacada Senior Center CCC - 21/22 ODOT #35150	2013	Ford Elkhart	EC II	CN03725		1FDFE4FS8DDA50893	\$2,850.00	7/1/2021	6/30/2022
	Subtotal	Count	1				\$2,850.00		
Foothills Community Center CCC - 21/22 ODOT #35150	2011	Ford Champion	Challenger	CN03384		1FDFE4FS2BDA39224	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04253		1FDEE3FS8HDC29365	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	2					\$5,700.00		
Gladstone Senior Center CCC - 21/22 ODOT PM #35150	2017	Ford Starcraft	Allstar	CN04239		1FDEE3FS7HDC29342	\$2,850.00	7/1/2021	6/30/2022
	Subtotal	Count	1				\$2,850.00		
Hoodland Senior Center CCC - 21/22 ODOT #35150	2014	Ford Goshen	GC-II	CN03822		1FDEE3FL1EDA23762	\$2,850.00	7/1/2021	6/30/2022
	Subtotal	Count	1				\$2,850.00		
Milwaukie Center CCC - 21/22 ODOT PM #35150	2010	Ford StarTrans	Senator	CN03243		1FDFE45SX9DA92863	\$2,850.00	7/1/2021	6/30/2022
	2014	Ford Champion	Challenger	CN03945	MC Bus A	1FDFE4FS0EDA04525	\$2,850.00	7/1/2021	6/30/2022
	2015	Ford Elkhart	EC II	CN04000	MC Bus B	1FDFE4FS0FDA15851	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04237	MC Bus C	1FDFE4FS0HDC07466	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	4					\$11,400.00		
Pioneer Community Center CCC - 21/22 ODOT PM #35150	2013	Ford Elkhart	EC II	CN03741		1FDFE4FS2DDA64191	\$2,850.00	7/1/2021	6/30/2022
	2014	Ford Elkhart	EC II	CN03823		1FDEE4FL4EDA05701	\$2,850.00	7/1/2021	6/30/2022
	2017	Ford Starcraft	Allstar	CN04240		1FDEE3FSXHDC30100	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	3					\$8,550.00		
Sandy Senior Center CCC - 21/22 ODOT #35150	2016	Mobility Ventures LLC	MV - MV1	095JQD	Marshmallow	57WMD2C60GM100101	\$2,850.00	7/1/2021	6/30/2022
	2013	Ford Elkhart	EC II	CN03663		1FDFE4FS6CDB38243	\$2,850.00	7/1/2021	6/30/2022
Subtotal	Count	2					\$5,700.00		
Transportation Reaching People CCC - 21/22 ODOT PM #35150	2014	Dodge	Braun Entervan	709GZJ		2C7WDGBG6ER380107	\$2,850.00	7/1/2021	6/30/2022
	2019	Dodge Eldorado	Amerivan	984LHU	19-8969	2C7WDGBG1KR521404	\$2,850.00	7/1/2021	6/30/2022
	2019	Dodge	Grand Caravan	To Come	New 2 Van E FY21	2C7WDGBG1KR793838	\$500.00	7/1/2021	6/30/2022
Subtotal	Count	3					\$6,200.00		
Total	Count	19					\$51,800.00		

EXHIBIT E

Clackamas County Social Services
Contract #18919

PASS-THROUGH FUNDING INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) 2 CFR 200.

This agreement is financed by the funding source indicated below:

Assistance Listings or Title: *Enhanced Mobility of Seniors with Disabilities Program (49 U.S.C 5310)*

Assistance Listings Number and Name: *20.513 (5310)*

Federal Award Identification Number (FAIN): *Unknown at this time*

Subrecipient DUNS Number: *96992656*

Project Cost (total before required match): *\$57,729*

Expected Federal Funding: *\$51,800*

Approved Indirect Cost Rate: *0%*

Federal Award Date: *Obligation Date: Unknown at this time*

Award R&D? (Yes/No): *No*

Federal Funding Agency (or other pass-through agency if different):

ODOT
Rail and Public Transit Division
555 13th Street NE
Salem, OR 97301

U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Ave, SE
4th & 5th Floors - East Building
Washington, DC 20590

U.S. Department of Transportation
Federal Transit Administration
Region X Suite 3142
Federal Building
915 Second Avenue
Seattle, WA 98174

EXHIBIT E

Clackamas County Social Services
Contract #18919

Federal laws, regulations, or circulars that are expressly applicable to the funding source and project (but not limited to):

- A. Master Agreement (49 U.S.C. Chapter 53 and Title 23) – The FTA Master Agreement contains the standard terms and conditions that apply to the Underlying Agreement.
- B. Grant Management Requirements (Circular 5010.1E) – These requirements are intended to assist recipients in administering FTA-funded projects and in meeting reward responsibilities and reporting requirements. Recipients have a responsibility to comply with regulatory requirements and to be aware of all pertinent material to assist in the management of all federally assisted rewards.
- C. *Enhanced Mobility of Seniors and Individuals with Disabilities Grant Program (Circular 5010.1G) – This circular issues guidance on the administration of the Enhanced Mobility of Seniors and Individuals with Disabilities Program under 49 U.S.C. 5310.*
- D. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 – Grants and Agreements; Subtitle A – Office of Management and Budget Guidance for Grants and Agreements; Chapter II – Office of Management and Budget Guidance; Part 200). Establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards to non-Federal entities and establishes principles for determining the allowable costs incurred by non-Federal entities under Federal awards. The principles are designed that Federal awards bear their fair share of costs.

EXHIBIT F

Reporting Requirements

Reports are due to the Service Data Specialist at Ride Connection by the **20th** of each month.

Reports:

- Service Summary Reports
 - Trip Data
 - Financial Data (must reflect full monthly transportation program costs)
- Vehicle Operations Report and all vehicle invoices
- Unduplicated Age and Ethnicity Report

Required reporting items include:

- Trips by Trip Purpose
- Mileage
- Turndowns
- Volunteer and Paid Driver Hours
- Admin and Escort non-driver Volunteer hours
- Transportation Program Expenses
- Donations
- Funds received from other Agencies to support program (Agency Other)
- Unduplicated Riders (Counts by Age and Ethnicity)
- Vehicle Maintenance invoices (reimbursable and non-reimbursable amounts)
- Any other required fields requested to meet reporting requirements

Copies of the above stated forms must be created per each Provider's specific program requirements and will be sent to Providers electronically. Providers should always utilize the most current reporting forms sent by Ride Connection. All forms should be submitted electronically, unless otherwise instructed by Ride Connection.

Ride Connection must be notified on or before the 20th of each month if a delay in report submission is anticipated.

Reports and questions regarding reporting requirements should be directed to:

partner_reporting@rideconnection.org.

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreements #18871, Amendments #1 with Ride Connection, Inc.
to Provide Funding for Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total for Agreement #18871-1 is increased to \$222,284. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2022
Previous Board Action	011719-A2, 120320-A5
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9869

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements#18871, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon – Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Social Services Transportation Reaching People (TRP) program. This amendment adds continued grant funds to reimburse TRP for transportation services they provide to

Clackamas County seniors and persons with disabilities during FY21-22. These funds help residents to remain independent and engaged in their community as long as possible.


Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Agreement #18871-is specific to rides the TRP program provides in either a lift equipped mini-buses or mini-vans driven by paid staff. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services



**CONTRACT MODIFICATION #1 to 18871
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$222,284**, in lieu of **\$110,047**, for a total increase of **\$112,237**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$110,047**
- Fiscal Year 2022 - **\$112,237**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2022.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and Clackamas County Social Services have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: *Kathleen Rastetter*
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Transportation Consortium – Transportation Reaching People Paid Driver Service

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$222,284

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

- F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.
- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.

V. Provide service throughout the contract term.

Project Description:

Services are provided to all Clackamas County resident who are either 60 plus or have a disability. Rides are provided using paid drivers as well as taxis on a limited basis. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently the only option available to riders as most live outside paratransit boundaries.

These TRP rides are provided using two wheelchair accessible vans, two wheelchair accessible buses and, on a limited basis, a non-wheelchair accessible sedan with paid drivers operating all vehicles. This grant provides funding specific to the operation of this portion of the TRP transportation services. All riders receive Door to Door service. Clients with additional mobility needs are encouraged to have a Personal Attendant ride with them.

All riders receive door to door service. Transportation is provided Monday through Friday. Riders simply call TRP to schedule a ride.

Marketing is not done in the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-23 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$110,047	\$1,122,632	\$112,237	\$1,132,453	\$222,284	\$2,255,085
Capital:						
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Total:	\$110,047	\$1,157,732	\$112,237	\$1,167,553	\$222,284	\$2,325,285

EXHIBIT A

Clackamas County Social Services

Contract No. 18871

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Total Amount
Source 1: Funds Requested	\$110,047	\$112,237	\$222,284
Source 2: STF Ride Connection Pass Through	\$383,580	\$391,211	\$774,791
Source 3: STF County Consortium	\$32,550	\$32,550	\$65,100
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$77,946
Source 5: STIF County Consortium	\$146,963	\$146,963	\$293,926
Source 6: OAA Title III-B	\$150,000	\$150,000	\$300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$66,900
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$413,338
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$50,000
Source 10: Rider Donations	\$30,500	\$30,500	\$61,000
Total:	\$1,157,732	\$1,167,553	\$2,325,285

Project Measurables:

Measurable	Year 1:	Year 2:
One way Rides	N/A	N/A
Senior/Person w/ Disability One way Rides	5,100	5,100
Total paid driver hours	2,500	2,500
Total volunteer driver hours (increase in hours over FY18 baseline)	0	0
Cost per trip		
# of individuals served	275	275
Vehicle Hours	N/A	N/A
Vehicle Miles	35,750	35,750

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreements #18872, Amendments #1 with Ride Connection, Inc.
to Provide Funding for Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total for Agreement #18872-1 is increased to \$62,907. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2022
Previous Board Action	011719-A2, 120320-A5
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	<ol style="list-style-type: none"> 1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9958

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements #18872, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon – Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Social Services Transportation Reaching People (TRP) program. This agreements adds continued grant funds to reimburse TRP for transportation services they provide to

Clackamas County seniors and persons with disabilities during FY21-22. These funds help residents to remain independent and engaged in their community as long as possible.

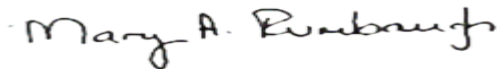
Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Agreement #18872-1 provides supportive funding for volunteer driver mileage reimbursement for rides volunteer drivers provide in their own vehicles. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services



**CONTRACT MODIFICATION #1 to 18872
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$62,907**, in lieu of **\$31,144**, for a total increase of **\$31,763**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$31,144**
- Fiscal Year 2022 - **\$31,763**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2022.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and Clackamas County Social Services have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: *Kathleen Rastetter*
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Transportation Consortium – Transportation Reaching People Mileage Support

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$62,907

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

- F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.
- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.

V. Provide service throughout the contract term.

Project Description:

Service is provided to all Clackamas County residents who are either 60 plus or have a disability. This grant supports the TRP rides that are provided by volunteer drivers transporting clients in their own personal vehicle. The ride must originate within the service area, which is anywhere in Clackamas County, but can go to a destination outside the service area. This service is frequently one of the only options available to riders as most live outside paratransit boundaries.

This grant provides funding specific to the mileage reimbursement to volunteer driver of the TRP program. These drivers are dispatched by either the TRP staff at the Oregon City office or the Staff at the local Community Center where they live. All riders receive Door to Door service.

Transportation is provided Monday through Friday. Riders simply call the local provider, or TRP, to schedule a ride.

Marketing is not done in the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-22 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$31,144	\$1,122,633	\$31,763	\$1,132,453	\$62,907	\$2,255,086
Capital:						
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Total:	\$31,144	\$1,157,733	\$31,763	\$1,167,553	\$62,907	\$2,325,286

EXHIBIT A

Clackamas County Social Services

Contract No. 18872

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Total Amount
Source 1: Funds Requested	\$31,144	\$31,763	\$62,907
Source 2: STF Ride Connection Pass Through	\$462,484	\$471,685	\$934,169
Source 3: STF County Consortium	\$32,550	\$32,550	\$65,100
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$77,946
Source 5: STIF County Consortium	\$146,963	\$146,963	\$293,926
Source 6: OAA Title III-B	\$150,000	\$150,000	\$300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$66,900
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$413,338
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$50,000
Source 10: Rider Donations	\$30,500	\$30,500	\$61,000
Total:	\$1,157,733	\$1,167,553	\$2,325,286

Project Measurables:

Measurable	Year 1:	Year 2:
One way Rides	N/A	N/A
Senior/Person w/ Disability One way Rides	4,500	4,500
Total paid driver hours	0	0
Total volunteer driver hours (increase in hours over FY18 baseline)	7,850	7,850
Cost per trip		
# of individuals served	180	180
Vehicle Hours	N/A	N/A
Vehicle Miles	54,439	57,715

September 9, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Grant Agreements #18873 Amendments #1 with Ride Connection, Inc.
to Provide Funding for Rides Provided by Social Services,
Transportation Reaching People

Purpose/Outcomes	Funding for Social Services-Transportation Reaching People and Senior Center based transportation services to assist older and disabled county residents in meeting their transportation needs to conduct their personal business, grocery shop, medical and/or other appointments
Dollar Amount and Fiscal Impact	The total for Agreement #18873-1 is increased to \$63,595. This agreement is funded through the agreements with State of Oregon, Dept. of Transportation (ODOT), Special Transportation Formula (STF) Funds.
Funding Source	State of Oregon, ODOT-STF funds. No County General Funds are involved
Duration	Effective July 1, 2020 and terminates on June 30, 2022
Previous Board Action	011719-A2, 120320-A5
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	1. Date of Counsel review: 7/28/21 2. Initials of County Counsel performing review: KR
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Revenue Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9957

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests approval of Agreements #18873, Amendment #1 with Ride Connection, Inc. This agreement provides State of Oregon – Dept. of Transportation, Special Transportation Formula (STF) funding for rides provided throughout the County by the Social Services Transportation Reaching People (TRP) program. This agreements adds continued grant funds to reimburse TRP for transportation services they provide to

Clackamas County seniors and persons with disabilities during FY21-22. These funds help residents to remain independent and engaged in their community as long as possible.

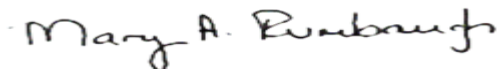
Any disabled adult over 18 or older adult over the age of 60 living in Clackamas has access to transportation services through either their local Adult/Senior Community Centers or the Social Services Transportation Reaching People (TRP) program. Agreement #18873-1 is specific to rides the TRP program provides in either a lift equipped mini-buses or mini-vans driven by paid staff. TRP provides transportation throughout the county and to medical facilities located in the greater Portland-metro area in these vehicles. When possible, riders with a similar destination and arrival times ride together to increase program efficiencies. The majority of TRP rides are for medical transportation. TRP also provides rides for residents to conduct other personal business; including accessing food banks and grocery stores. Generally, transportation is provided weekdays between 8:00 am and 5:00pm.

This agreement is late due to Ride Connection not being able to release agreements to its sub-recipients until TriMet released their agreement and approved the Subrecipient agreements issued by Ride Connection. This resulted in the delay of Ride Connection sending out its agreements for FY21/22. County Council reviewed and approved this agreement on 7/28/21. No County General Funds are involved.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and authorizes Tootie Smith, Board Chair; or her designee, to sign on behalf of Clackamas County.

Respectfully submitted,



For Rodney A Cook
Rodney A. Cook, Interim Director
Health, Housing and Human Services



**CONTRACT MODIFICATION #1 to 18873
Between Ride Connection, Inc., and Clackamas County Social Services
Original Contract Dated 7/1/2020**

Ride Connection, Inc. (hereinafter "Ride Connection") and **Clackamas County Social Services** (hereinafter "Contractor") agree to the following terms and conditions of the contract cited above:

1. Recitals (1), is deleted in its entirety and replaced with the following:

Ride Connection and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved STF to Subrecipient for Subrecipient's accomplishment of the Project(s). The maximum amount of funding shall be **\$63,595**, in lieu of **\$31,485**, for a total increase of **\$32,110**. These funds shall be used solely for the Project(s) in Exhibit A, and not be used for any other purpose.

2. Section (8), B, Funding, is deleted in its entirety and replaced with the following:

The maximum funding to be disbursed to Subrecipient under this Agreement is:

- Fiscal Year 2021 - **\$31,485**
- Fiscal Year 2022 - **\$32,110**

3. Section (9), Term, is deleted in its entirety and replaced with the following:

The term of this contract shall be from 7/1/2020 through 6/30/2022.

4. Section (10), Communications, is deleted in its entirety and replaced with the following:

Ride Connection:	Subrecipient:
John Whitman	Kristina Babcock
Ride Connection	Clackamas County Social Services
9955 NE Glisan St.	2051 Kaen Rd
Portland, OR 97220	Oregon City, OR 97045-1819

5. Exhibit A, Scope of Work is deleted in its entirety and replaced with Exhibit A, dated July 01, 2021.

6. All other terms of the original contract apply.

Ride Connection and **Clackamas County Social Services** have executed this **Modification** to the original contract, as cited above, as of the day and year written below.

Entered into Agreement By:

RIDE CONNECTION, INC.

Signature

Julie Wilcke-Pilmer
Printed Name

CEO
Title

Date

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Date

Approved as to Form:

By: Kathleen Rastetter
Clackamas County Counsel

Date: 7/28/2021

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

SCOPE OF WORK

July 1, 2021

Project Title: Clackamas County Transportation Consortium – Transportation Reaching People Paid Driver & School/Work Access

Funding Source Definitions and Restrictions

Project STF Formula Funds Total: \$63,595

The goods and/or services to be provided by Clackamas County include, but are not limited to the following:

A. Participate in Cost Savings Activities:

Clackamas County agrees to participate in coordination activities with Ride Connection and other Transportation providers Ride Connection contracts with to provide transportation services (“Service Partners”) in the network to meet the demand for service in a cost-effective manner.

B. Coordinate Customer Information, Referral, and Trip Scheduling Activities with the Ride Connection Service Center:

Service partners, who utilize the Ride Connection Service Center to coordinate trips, recognize that this service is currently being funded by dollars outside of this contract. Service Partners agree to work with Ride Connection to investigate opportunities and create solutions to recoup costs accrued for the service performed. Not currently applicable to the Clackamas County programs.

C. Establish and Maintain Customer Confidentiality:

Service Partners agree to maintain the confidentiality of all customer records exchanged with Ride Connection or accessed through Ride Connection coordination, scheduling and dispatch software. In the process of providing service, Service Partners agree to provide only the customer information that is necessary in order for the driver to provide the appropriate level of service for the trip being provided.

D. Provide Shared Capacity Trips:

With increased coordination among service partners, opportunities arise for providers to serve customers who reside in, or have trips originating or ending in areas outside the defined Service Area specified in this contract. Such activity is encouraged to reduce deadhead time on longer distance trips and maximize available capacity. STF Formula funds can be used to cover the costs associated with Shared Capacity Trips. If service boundaries need to be adjusted, partners will be asked to participate in the planning and decision making necessary to align service boundaries with need.

E. Maintain a sufficient number of qualified, approved paid and volunteer drivers and concierge and administrative hours to meet project goals.

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

- F. Recruit volunteer drivers to drive Ride Connection vehicles, or who are willing to provide proof of coverage if driving their own vehicles and who will meet the criteria necessary to allow them to drive for a Ride Connection program.
- G. Participate with Ride Connection, TriMet and other partners in the development of local, regional and agency specific service plans. Help recruit customers to actively participate in planning processes and service design.
- H. Increase coordination between Ride Connection, other services partners and TriMet to increase transportation options for older adults and people with disabilities. Share information on customers, trips, and destinations with Ride Connection, TriMet, and other partners and jointly plan new services or service changes.
- I. Coordinate outreach activities with Ride Connection. Perform marketing and outreach to community points that are key destinations for older adults and people with disabilities. Participate in Ride Connection sponsored events.
- J. Increase transportation options available to TriMet ADA eligible individuals who, because of their mobility impairment, geographic barriers, or trip destination, may be difficult for LIFT to serve or may require more personalized attention.
- K. Establish transportation options, for older adults or people with disabilities, in the community at large that encourage group trips to common community destinations such as shopping, recreation, senior centers, and nutrition sites.
- L. Encourage older adults and people with disabilities to become aware of and connect with available transportation and community-based services as an alternative to LIFT ADA paratransit services for some or all of their trips.
- M. Provide Ride Connection with back up documentation for billing line items upon request.
- N. Orient drivers to the agency's transportation program and ensure they comply with required training and are aware of other specialized training opportunities available through Ride Connection to maintain safety of operations.
- O. Attend regular coordination and training meetings to be conducted by Ride Connection.
- P. Allow TriMet, ODOT, or Ride Connection representatives to contact a random sample of clients for monitoring and service verification purposes. Clients will be contacted by mail or phone. Agencies will be given a copy of the questionnaire in advance of mailing.
- Q. Notify Ride Connection as soon as possible of unusual conditions that will affect the delivery of services.
- R. Implement Ride Connection's client donation policy to seek rider donations comparable to the TriMet LIFT fare, when appropriate.
- S. Cooperate in the mutually agreed upon submission of requests for additional public or private funds for program expansion and enhancement.
- T. Cooperate in transportation coordination efforts with other organizations such as churches, schools, businesses, and transportation providers.

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

U. Implement customer feedback (i.e. complaint, compliment) procedures for individuals using community-based transportation.

V. Provide service throughout the contract term.

Project Description:

This project is specific to the operation of TRP services that replaced the former Job Access/Reverse Commute (JARC) program, providing rides to between 9 and 11 riders who are disabled and have no other transportation resources available to them. This program is designed to continue JARC services to residents who would otherwise not have access to transportation. This project promotes participation in activities that increase self-sufficiency; such as school and employment related classes/events.

Rides are provided using paid drivers. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area.

These TRP rides are provided using two wheelchair accessible vans, two wheelchair accessible buses with paid drivers operating all vehicles. The non-wheelchair accessible sedan is not used for this project. All riders receive Door to Door service.

Transportation is provided Monday through Friday. Riders simply call TRP to schedule a ride. Marketing is not done the traditional sense. Information about the service is regularly distributed to Community Partners.

Due to the COVID-19 pandemic, Clackamas County will use FY20-22 monies for the following services and equipment as needed:

- Delivery of meals and pharmaceuticals to seniors and people with disabilities.
- Cleaning and disinfecting measures.
- Personal protection equipment.
- Transportation of personnel for medical and emergency purposes.

Project Funding:

Category	Year 1		Year 2		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$31,485	\$1,122,633	\$32,111	\$1,132,453	\$63,596	\$2,255,086
Capital:						
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Total:	\$31,485	\$1,157,733	\$32,111	\$1,167,553	\$212,601	\$2,325,286

EXHIBIT A

Clackamas County Social Services

Contract No. 18873

Project Funding Sources:

Funding Source	Year 1 Amount	Year 2 Amount	Total Amount
Source 1: Funds Requested	\$31,485	\$32,111	\$63,596
Source 2: STF Ride Connection Pass Through	\$462,143	\$471,227	\$933,480
Source 3: STF County Consortium	\$32,550	\$32,550	\$65,100
Source 4: 5310 County Consortium	\$38,973	\$38,973	\$77,946
Source 5: STIF County Consortium	\$146,963	\$146,963	\$293,926
Source 6: OAA Title III-B	\$150,000	\$150,000	\$300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	\$33,450	\$33,450	\$66,900
Source 8: In-District (TriMet)	\$206,669	\$206,669	\$413,338
Source 9: Sr. Ctr. Agency Other	\$25,000	\$25,000	\$50,000
Source 10: Rider Donations	\$30,500	\$30,500	\$61,000
Total:	\$1,157,733	\$1,167,553	\$2,325,286

Project Measurables:

Measurable	Year1:	Year 2:
One way Rides	N/A	N/A
Senior/Person w/ Disability One way Rides	1,250	1,250
Total paid driver hours	500	500
Total volunteer driver hours (increase in hours over FY18 baseline)	0	0
Cost per trip	\$24,68	\$26,21
# of individuals served	15	15
Vehicle Hours	N/A	N/A
Vehicle Miles	15,000	15,000

September 9, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of Lake
Oswego/Lake Oswego Adult Community Center to Provide Social Services
for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons in the Lake Oswego service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$124,877. 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	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	<ol style="list-style-type: none"> 1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10201; Subrecipient #22-007

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with the City of Lake Oswego/Lake Oswego Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Lake Oswego 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 active in the community.

Page 2 – Staff Report: H3S#10201
September 9, 2021

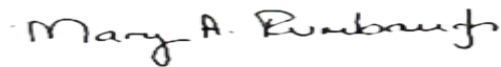
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Lake Oswego/Lake Oswego Adult Community Center showed an interest in providing these services in the Lake Oswego service area, so an Intergovernmental Subrecipient agreement with the City of Lake Oswego/Lake Oswego Adult Community Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary A. Rumbaugh".

For Rodney A Cook
Rodney A. Cook, Interim Director
Health Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-002**

This Agreement is between **Clackamas County**, (“COUNTY”), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **City of Lake Oswego** (“SUBRECIPIENT”), acting by and through its **Lake Oswego Adult Community Center**, a Municipal Corporation.

Clackamas County Data

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

Subrecipient Data

Finance/Fiscal Representative: Center Manager	Program Representative: Center Mgr.
Maria Bigelow, Interim Center Manager P.O. Box 369; 505 G Ave. Lake Oswego, OR 97034 503-635-0215 mbigelow@ci.oswego.or.us	
DUNS: 06-524-8932	FEIN: 93-6002231

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement (“Agreement”) sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof . Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$124,877**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$113,020** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
 - b. Other Funds:** COUNTY's funding of **\$11,857** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.

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

8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.

- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. **Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or

in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).

- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.
- s. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and

certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.

- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and

ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

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

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

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

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

- i. Confidentiality of Client Information.**
 - i.** All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.

- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

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

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

City of Lake Oswego (LOACC)

Subrecipient Grant Agreement #22-002

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
- ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability

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

- I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
- (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;

- (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
- ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.

- f. Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

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

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

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

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing on Behalf of the Board:

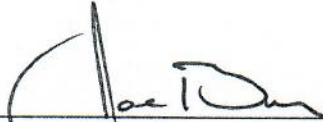
By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By: _____
County Counsel

**City of Lake Oswego –
Lake Oswego Adult Community Center**

By: 

Joseph M. Buck, Mayor

Dated: 6/22/21

Approved as to Content:

By: 

Maria Bigelow, Center Manager

Dated: 6.8.21

Exhibit 1

Scope of Work, Service Objectives, and Elements of Completion

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.
- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:

- i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Lake Oswego Adult Community Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving “waivered” services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client’s signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.
 - (2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

- (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
 - (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.
- iii. SUBRECIPIENT will be responsible for:
- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
 - (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
 - (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
 - (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.
- e. **FOOD SERVICE-** Is the production of meals for the congregate and home delivered meal recipients of the Lake Oswego Adult Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (“RDA”) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM “late-cancel.”
- f. **MEAL SITE MANAGEMENT** - Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Lake Oswego community to enhance visibility and encourage participation.
- g. **OAA HDM Assessment:** a means of determining a homebound older person’s eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- h. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-

management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.

- i. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

3. **SERVICE OBJECTIVES**

a. **Case Management**

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.
- iv. SUBRECIPIENT schedules private auto transportation for medical appointments within the Lake Oswego area.
- v. SUBRECIPIENT coordinates with County Transportation Reaching People program to schedule private auto rides outside of the Lake Oswego area.

f. Food Service

Objective 1: To produce and deliver contracted number of meals to specified County sites throughout the contract period.

Elements:

- i. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - (1) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - (2) The cycle for the cycle menu system must be at least nine weeks long.
 - (3) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - (4) Menus should reflect the tastes and appetites of the current elderly population.
 - (5) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - (6) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - (7) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - (8) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.

- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.
- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

g. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4.: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self-image.

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- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:

- (1) full cost of the meal, and
- (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

h. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

i. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

j. Caregiver Respite –

Objective: To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. Agency RPC registers clients in program.
- iii. Agency staff, led by an RN, provide weekly activity program for respite clients.

Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
 - b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

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EXHIBIT 3

Required Federal Terms and Conditions

General Applicability and Compliance. Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, require all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

- 4. Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 5. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a.** No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b.** If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c.** SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d.** This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f.** No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of

legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT'S or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

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purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

9. Pro-Children Act. SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

10. Medicaid Services. SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:

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

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

12. Disclosure.

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- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
 - b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
 - c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
 - d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.
- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

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

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EXHIBIT 4

Subrecipient Standard Terms and Conditions

- 1. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
- 2. Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
- 3. Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
- 4. Representations and Warranties.**

 - a. SUBRECIPIENT represents and warrants as follows:

 - i. Organization and Authority. SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

- SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.
- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 5 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. **Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, Community Services & Supports Unit and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for the longest of:
 - a. Six years following final payment and termination of this Agreement;
 - b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
 - c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 11. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration Number DR4499OR Agreement Provisions.** COUNTY is acquiring the services under this 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 SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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Exhibit 5
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Additional financial reports for the administration of this contract, as required by COUNTY.

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

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .
- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.

- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Coordinator or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 6
Budget and Units of Service

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in section 315(b)(3) of the Older Americans Act (OAA), (42 U.S.C. § 3001 *et. seq.*); no means testing for services eligibility will be conducted and per OAA section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and 373 (g)(2) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

Lake Oswego Adult Community Center

Fiscal Year 2021-22

	OAA III B		OAA III C1		OAA III C2		OAA III C2		OAA III C2		OAA III D		OAA III E		OAA Match		NSIP		Other State		Ride Connection		Program Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE			
	Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds		Funds		TriMet						STF Funds		
	16AORT3SS	93.044	93.045	93.045	93.045	93.045	16AORT3PH	16AORT3FC	16AORT3PH	16AORT3FC	16AORNSIP	93.053	N/A	N/A	16AORNSIP	93.053	N/A	N/A	N/A	N/A	N/A	N/A					N/A	N/A	
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)														
Federal Award Numbers	16AORT3SS	93.044	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	93.045	
CFDA Number																													
Case Management		2,231																								76	2,479	\$29.45	
Reassurance		3,426																								116	3,807	\$29.45	
Info. & Assistance		3,922																								242	4,358	\$16.23	
Transportation - OAA III-B		4,687																								937	5,677	\$5.00	
Evidence-based Programming																										8,000	480	\$60.00	
FCSP Respite																										147	7,382	\$37.65	
Trans - Ride Con In Dist																										1,437	12,576	\$8.25	
Trans - Ride Con STF																										0	0		
OAA HDM Assessments																										100	2,945	\$29.45	
OAA Meal Site Mgmt			7,686	12,120	4,773		2,202																			15,960	42,103	\$2.64	
Food Service - OAA & NSIP			11,728	18,494	7,284		3,361																			15,960	68,574	\$4.30	
TOTALS		\$14,266	\$19,414	\$30,614	\$15,002	\$480	\$8,995	\$27,708	\$0	\$11,857	\$0	\$16,509	\$0	\$11,857	\$0	\$16,509	\$0	\$11,857	\$0	\$11,857	\$0	\$0	\$0	\$0	\$0	\$0	150,381	\$150,381	

Source of OAA Match - Staff time

Total Contract Amount: \$124,877

Federal Award Totals \$113,020

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	116	1 hour of service	55
Reassurance (OAA)	76	1 contact	50
Information and Assistance (OAA)	242	1 response to inquiry and follow up	70
Transportation (OAA)	937	1 one-way ride	80
Evidence-based Programming	19	1 class	10
Caregiver Respite	147	1 Hour of Respite	10
Food Service/Meal Site Management (OAA)	19,500	1 meal delivered/served	165
OAA HDM Assessments	100	1 Assessment Completed	85
Transportation (Ride Connection)	1,510	1 one-way ride	90

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EXHIBIT 7
CONGRESSIONAL LOBBYING CERTIFICATE

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

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

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

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

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

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

SUBRECIPIENT, City of Lake Oswego, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/22/21

Company Name: City of Lake Oswego

Signature: 

Name: Joe Buck
(printed)

Title: Mayor

EXHIBIT 8
CENTER RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

LAKE OSWEGO ADULT COMMUNITY CENTER
PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

a. INFORMAL PROCEDURE

When staff* or volunteers receive a complaint they should:

- i. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

* If the complainant chooses to go first to the Recreation Department Director, the City Manager or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Recreation Department Director, City Manager or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process.

- ii. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:
 - treat the complaint seriously;
 - ask the complainants what action they expect to be taken;
 - involve complainants in the process of devising a solution, if feasible;
 - inform complainants of what action will be taken, or why no action is necessary
- iii. If complainants still are not satisfied, they should be referred to the Center Director. The Director should be advised of this referral. This will allow the Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Adult Community Center policies

and procedures, City of Lake Oswego Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

- iv. If complainants still are not satisfied, the Formal Procedure will be initiated.

b. FORMAL PROCEDURE

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Recreation Director. The Recreation Director will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Recreation Department Director. The Recreation Director will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Recreation Director will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Adult Community Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within five (5) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority and rural residents age 60 and older:

CRITERIA FOR ASSESSMENT, FAMILY CONSULTATION, I & A,
AND CASE MONITORING

- Age, i.e., the older the more at risk, 75+ high risk
- Live alone or live with spouse who is also high risk or unable to assist client
- Lack of immediate relatives or support system to assist in care
- Poor health, recent hospitalization
- Low Income
- Immediacy of situation requiring intervention
- No other agency involved in care
- Apparent poor coping skills, i.e., confusion, apparent lack of judgment

CRITERIA FOR TRANSPORTATION

- See above
- Priority to those living independently

3. Describe your agency's operating procedures (use space provided only):

- a. Hours of Operation: From 8:00 a.m. to 4:30 p.m. Mon - Fri
Total hours per day: 8.5 hrs/day Mon-Fri
Total hours per week: 42.5

City of Lake Oswego (LOACC)

Subrecipient Grant Agreement #22-002

- b. Official Closures:
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day
 - Friday after Thanksgiving
 - Christmas Day
 - New Year's Day

4. Describe the boundaries of the area for which you propose to provide services.

BOUNDARIES:

Lake Oswego area, including Lake Grove.

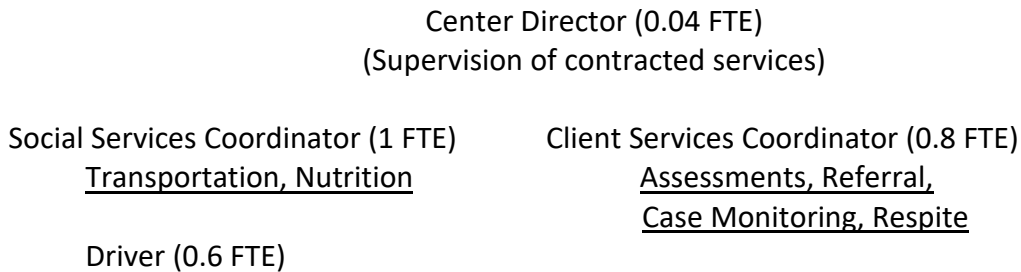
North – Clackamas County/Multnomah County line, except part of LO that is in Multnomah County;

West – Clackamas County/Washington County line except small area of LO that is in Washington County;

South – Tualatin River to Stafford Rd., North on Stafford to SE Bergin Rd., S. to Crestline Dr., through Skylands to West Linn city limits;

East – Willamette River.

5. Show an organizational chart which identifies staff positions within the contracted program. Identify in the chart the number of FTE staff for each position, paid or volunteer.



6. Describe your methods for providing information about services.

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator.

1. Describe your methods for providing information about services.

All requests for information about services are handled by the Social Services Coordinator or the Client Services Coordinator.

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

City of Lake Oswego (LOACC)

Subrecipient Grant Agreement #22-002

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Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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September 9, 2021

Board of County of Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Agreement Emergency Shelter Grant (ESG) with
Clackamas Women's Services (CWS)

Purpose/ Outcome	The Emergency Solutions Grant (ESG) program is designed to: improve existing homeless shelters; provide funds to operate emergency shelters; provide essential social services to homeless individuals and; provide homeless prevention and rapid re-housing assistance.
Dollar Amount and Fiscal Impact	Emergency Solutions Grant (ESG) funds of \$41,254 as a grant.
Funding Source	U.S. Department of Housing and Urban Development ESG 2021-22 funds No County General Funds are included in this Agreement
Duration	July 1, 2021 to June 30, 2022
Previous Board Action/ Review	April 8, 2021 approval of the 2021 One-Year Action Plan which included a funding recommendation of \$41,254 of ESG funds for the CWS Homeless Shelter for survivors of domestic violence.
Strategic Plan Alignment	Increase self-sufficiency for our clients. Ensure safe, healthy and secure communities.
County Review	The Subrecipient Agreement was reviewed and approved by County Counsel AN on July 13, 2021.
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. Item is a Subrecipient Agreement that was processed through Finance Grant Management
Contact Person	Mark Sirois, Manager - Community Development: 503-655-8359
Contract No.	Subrecipient Agreement 22-012 (H3S #10289)

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

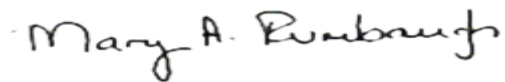
PROJECT OVERVIEW: The CWS Homeless Shelter will provide emergency shelter services to survivors of domestic and sexual violence including: Safety planning, Advocacy and assistance navigating systems, Case management, Crisis intervention, Information and Referral, Support groups and Counseling.

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

Healthy Families. Strong Communities.

RECOMMENDATION: Staff recommends the Board approval of this agreement and that Tootie Smith, Board Chair; or her designee, be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary A. Rumbaugh". The signature is written in a cursive style with a small dot above the 'y' in "Mary".

For Rodney A Cook
Rodney Cook, Interim Director
Health, Housing, and Human Services

#10289

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-012**

Project Name: **ESG FY2021**

Project Number: **To Be Assigned**

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

Clackamas County Data

Grant Accountant: **Bouavieng Bounnam**

Program Manager: **Amy Council**

Clackamas County – Finance
2051 Kaen Road
Oregon City, OR 97045
Phone 503-742-5422
bbounnam@clackamas.us

Clackamas County – Community Development
2051 Kaen Road, Suite 245
Oregon City, OR 97045
Phone 971-349-2949
acouncil@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: **Carla Batcheller**

Program Representative: **Angie Drake**

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045
Phone: 503-655-8600
Email: carlab@cwsor.org

Clackamas Women's Services
256 Warner Milne Road
Oregon City, OR 97045
Phone: 503-654-2807
Email: angied@cwsor.org

DUNS: 959059759

RECITALS

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

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

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by COUNTY relating to the Program (described below) incurred no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in the attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations, including Subpart B of Title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11371-11378. Furthermore, SUBRECIPIENT shall comply with the requirements of the ESG award number E20-UC-41-0003 that is the source of the grant funding, in addition to compliance with requirements of Title IV of the *Code of Federal Regulations* ("CFR"), Part 24, Sub-Part 576. A copy of that grant award has been provided to SUBRECIPIENT by COUNTY, which is attached to and made a part of this Agreement by this reference. SUBRECIPIENT shall further comply with any requirements, terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is the Emergency Solutions Grant (Catalogue of Federal Domestic Assistance [CFDA] #: 14.231) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development (Federal Award Identification # E20-UC-41-0003). The maximum, not to exceed, grant amount COUNTY will pay is **\$41,254**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request. Failure to comply with the terms of this Agreement may result in withholding of payment.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully executed before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.

- d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

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

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

8. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 8.
10. **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
 - a. That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b. That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c. That it has an accounting system and a voluntary board; and
 - d. That it practices nondiscrimination in the provision of assistance to the homeless.
11. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.
 - b) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.
 - c) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT. Additionally, SUBRECIPIENT agrees to use funds provided only for eligible activities as described in 24 CFR 576 Subpart B.

- d) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period.
- e) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: Subrecipient Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- f) **Indirect Cost Recovery.** Indirect cost recovery is statutorily unavailable on this award.
- g) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- h) **Payment.** SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D: Required Financial Reporting and Reimbursement Request.
- i) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit A (2.5).
- j) **Evaluation.** SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designed by COUNTY or HUD, and to make available all information required by any such evaluation process.
- k) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by COUNTY or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- l) **Specific Conditions.** None.
- m) **Grantor Recognition.** SUBRECIPIENT shall ensure recognition of the role of COUNTY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include reference to the support provided herein in all publications made possible with funds available under this Agreement.
- n) **Supplanting.** The funding made available under this Agreement shall not be utilized by SUBRECIPIENT to reduce substantially (i.e. supplant) the amount of local financial support for shelter and assistance activities below the level of such support prior to the availability of funds under this Agreement.
- o) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G & H), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for all residual supplies valued over \$5,000 in the aggregate that were purchased with Federal funds authorized by this Agreement. Compensation to the Federal Agency may be required for equipment or residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.
- p) **Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number using the Data Universal Numbering

System (DUNS) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.

- q) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Orders 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- r) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- s) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from the SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- t) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein. Substandard performance as determined by COUNTY will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by SUBRECIPIENT within ten (10) days after being notified by COUNTY, Agreement termination and all funding will end. SUBRECIPIENT must return any unused funds promptly.

- u) **Records to be Maintained.** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR Part 576.500 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:
 - 1. Client Eligibility Determinations and documentation;
 - 2. Rental Assistance Agreements;
 - 3. Service and assistance provided;
 - 4. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with ESG funds; Financial records as required by 24 CFR Part 576 Subpart F.
 - 5. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but is not limited to: client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to COUNTY monitors or their designees for review upon request.
 - 6. Disclosure. SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with administration of COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement, is prohibited unless consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 - 7. Property Records. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions.
- v) **Record Retention.** SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.
- w) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for the ESG, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as COUNTY, under those grant documents.
- x) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold RECIPIENT grant funds until compliance is met, terminate this Agreement and all associated amendments, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.
- y) **Program Income.** SUBRECIPIENT shall report monthly all program income as defined at 2 CFR 200.1 generated by activities carried out with ESG funds made available under this Agreement. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce request for additional funds by the amount

of any such program income balances on hand. All unused program income shall be returned to COUNTY at the end of the Agreement period.

12. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, "Equal Employment Opportunity" as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. See Exhibit A for additional requirements.
- b) **Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).** SUBRECIPIENT agrees that if this Agreement is in excess of \$150,000, the recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency.
- c) **Lead-Based Paint.** SUBRECIPIENT agrees to comply with the Lead-Based Paint Poisoning Prevention Act and implementing regulations at 24 CFR Part 35.
- d) **Drug-Free Workplace Act of 1988.** SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 24 concerning the Drug-Free Workplace Act of 1988 by administering in good faith a policy designed to ensure that its facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- e) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the Agreement.
- f) **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- g) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- h) **Mileage reimbursement.** If mileage reimbursement is authorized in SUBRECIPIENT budget or by the written approval of COUNTY, mileage must be paid at the rate established by SUBRECIPIENT's

written policies covering all organizational mileage reimbursement or at the IRS mileage rate at the time of travel, whichever is lowest.

13. Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision. SUBRECIPIENT shall comply with the procurement standards applying to subrecipients under this Federal award contained in 2 CFR 200.318-326.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

14. General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control; or (2) SUBRECIPIENT'S performance under this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Abuse and Molestation Insurance.** Abuse and molestation insurance as part of the Commercial General Liability policy in a form and with coverage that are satisfactory to COUNTY covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Policy endorsement's definition of an insured shall include SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000.
- 3) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 4) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 5) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, commissioners, officers, and employees" as an additional insured.
- 6) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 days' notice of cancellation provision shall be physically endorsed on to the policy.
- 7) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- 8) **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No Agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY.

The certificate will specify that all insurance-related provisions within the Agreement have been complied with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- 9) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- 10) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

d) **Subagreements**

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

15. Other Federal Requirements

- a) The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR 5.105(a). Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and implementing regulations at 24 CFR part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).
- b) **Hatch Act.** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United States Code.

- c) **Affirmative outreach.** SUBRECIPIENT must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. SUBRECIPIENT must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (“LEP”) persons.
- d) **Uniform Administrative Requirements.** The requirements of 2 CFR 200 apply to SUBRECIPIENT. These regulations include allowable costs and non-Federal audit requirements.
- e) **Religious Organization.** SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 576.406.
- f) **Environmental review responsibilities.**
 - 1) Activities under this part are subject to environmental review by HUD under 24 CFR Part 50. SUBRECIPIENT shall supply all available, relevant information necessary for COUNTY to perform for each property any environmental review required by 24 CFR part 50. At the instruction of COUNTY SUBRECIPIENT may be required to carry out mitigating measures required by COUNTY or select alternate eligible property. COUNTY may eliminate from consideration any application that would require an Environmental Impact Statement (“EIS”).
 - 2) SUBRECIPIENT, or any contractor of SUBRECIPIENT, may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for eligible activities under this part, until COUNTY has performed an environmental review under 24 CFR part 50 and SUBRECIPIENT has received COUNTY approval of the property.
- g) **Davis-Bacon Act.** The provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a–5) do not apply to the ESG program.
- h) **Procurement of Recovered Materials.** SUBRECIPIENT and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- i) **Displacement, Relocation, and Acquisition.** Consistent with the other goals and objectives of ESG, SUBRECIPIENT must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under ESG.
- j) **Temporary relocation not permitted.** No tenant-occupant of housing (a dwelling unit) that is converted into an emergency shelter may be required to relocate temporarily for a project assisted

with ESG funds, or be required to move to another unit in the same building/complex. When a tenant moves for a project assisted with ESG funds under conditions that trigger the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), 42 U.S.C. 4601–4655, as described in paragraph (c) of this section, the tenant should be treated as permanently displaced and offered relocation assistance and payments consistent with that paragraph.

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

16. Civil Rights

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

- c) **Section 504.** SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1974, which prohibits discrimination against the handicapped in any Federally-assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

17. Affirmative Action

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

18. Employment Restrictions

- a) **Prohibited Activity.** SUBRECIPIENT is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.
- b) **Labor Standards.** SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with Davis-Bacon Act as amended, the provisions of Agreement: Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made

available to COUNTY for review upon request. SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all Agreements engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the COUNTY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyworkers; provide, that if wage rates higher than those required under the regulations are imposed by state or local laws, nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. SUBRECIPIENT will cause or require to be inserted in full, in all Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

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

1) **Compliance.** Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Subtitle A, Part 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors. Failure to fulfill these requirements shall subject COUNTY, SUBRECIPIENT, and any of SUBRECIPIENT's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. SUBRECIPIENT certifies and agrees that no agreements or other disability exist which would prevent compliance with these requirements.

a) SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Community Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area and Agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

b) SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation, housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the ESG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection to housing rehabilitation, housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which ESG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

c) SUBRECIPIENT certifies and agrees that no agreement or other legal incapacity exists which would prevent compliance with these requirements.

2) **Notifications.** SUBRECIPIENT agrees to send to each labor organization or representative of worker with which it has a collective bargaining agreement or other Agreement or understanding,

if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- 3) **Subcontracts.** SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontract is in violation of regulations issued by the grantor agency. SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

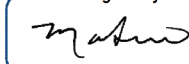
19. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
20. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
21. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
22. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
23. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
25. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
26. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

(Signature Page Follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS WOMEN'S SERVICES

DocuSigned by:

DBCAD1860649464...

By: _____
Melissa Erlbaum
Executive Director

_____ 7/18/2021
Printed Name Date

256 Warner Milne Road
Street Address

Oregon City, OR 97045

_____ City / State / Zip

CLACKAMAS COUNTY

Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

Signing for the Board:

Tootie Smith, Chair
Board of County Commissioners

_____ Date

Approved to Form:

_____ County Counsel

_____ Date

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

- Attachment A: ESG Policies

EXHIBIT A

SUBRECIPIENT STATEMENT OF PROGRAM OBJECTIVES & REQUIREMENTS

1. Scope of Cooperation

- a. **HMIS.** SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS
- b. **ESG Program Policies.** SUBRECIPIENT agrees to adhere to the Clackamas County ESG Program Policy Manual which is attached and made part of this agreement as Attachment A.

2. Program Requirements

- a. Coordination with other targeted homeless services.
 - i. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with other programs targeted to homeless people in the area covered by the Continuum of Care or area over which the services are coordinated to provide a strategic, community-wide system to prevent and end homelessness for that area. The list of programs are included in 24 CFR 576.400(b).
 - ii. System and program coordination with mainstream resources. SUBRECIPIENT must coordinate and integrate, to the maximum extent practicable, ESG-funded activities with mainstream housing, health, social services, employment, education, and youth programs for which families and individuals at risk of homelessness and homeless individuals and families may be eligible. Examples of these programs are included in 24 CFR Part 576.400(c).
- b. Coordinated Housing Assessment. The Continuum of Care has developed a coordinated assessment system in accordance with requirements to be established by HUD, each ESG-funded program or project within the Continuum of Care's area must use that assessment system. SUBRECIPIENT must work with COUNTY to ensure the screening, assessment and referral of program participants are consistent with the written standards required by the Continuum of Care's coordinated assessment system. A victim service provider may choose not to use the Continuum of Care's coordinated assessment system.
- c. SUBRECIPIENT must establish and consistently apply written standards for providing ESG assistance. At a minimum these written standards must include:
 - i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG;
 - ii. Standards for targeting and providing essential services related to street outreach;
 - iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;
 - iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;
 - v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers (see § 576.400(b) and (c) for a

- list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable);
- vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;
 - vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;
 - viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time; and
 - ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance, or the maximum number of times the program participant may receive assistance.
- d. Participation in HMIS. SUBRECIPIENT shall ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. If SUBRECIPIENT is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
 - e. Evaluations. SUBRECIPIENT must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing. These evaluations must be conducted in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR § 576.400(d) and the written standards established under 24 CFR § 576.400(e).
 - f. Re-evaluations for homelessness prevention and rapid re-housing assistance. SUBRECIPIENT must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every 3 months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
 - i. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
 - ii. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
 - g. Annual income. When determining the annual income of an individual or family, SUBRECIPIENT must use the standard for calculating annual income under 24 CFR 5.609.
 - h. Connecting program participants to mainstream and other resources. SUBRECIPIENT must assist each program participant, as needed, to obtain:
 - i. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
 - ii. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability. The list of programs is included in 24 CFR Part 576.400(c).
 - i. Housing stability case management.
 - i. While providing homelessness prevention or rapid re-housing assistance to a program participant, SUBRECIPIENT must:

- a) Require the program participant to meet with a case manager not less than once per month to assist the program participant in ensuring long-term housing stability; and
 - b) Develop a plan to assist the program participant to retain permanent housing after the ESG assistance ends, taking into account all relevant considerations, such as the program participant's current or expected income and expenses; other public or private assistance for which the program participant will be eligible and likely to receive; and the relative affordability of available housing in the area.
 - (1) SUBRECIPIENT is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13701 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits SUBRECIPIENT from making its shelter or housing conditional on the participant's acceptance of services.
- j. Terminating assistance.
- i. If a program participant violates program requirements, SUBRECIPIENT may terminate the assistance in accordance with a formal process established by COUNTY that recognizes the rights of individuals affected. SUBRECIPIENT must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
 - ii. Program participants receiving rental assistance or housing relocation and stabilization services. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
 - a) Written notice to the program participant containing a clear statement of the reasons for termination;
 - b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - c) Prompt written notice of the final decision to the program participant.
 - iii. Ability to provide further assistance. Termination under this section does not bar SUBRECIPIENT from providing further assistance at a later date to the same family or individual.
- k. Shelter and housing standards.
- i. Lead-based paint remediation and disclosure. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
 - ii. Minimum standards for emergency shelters. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
 - a) Structure and materials. The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.
 - b) Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35; where applicable.

- c) Space and security. Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
 - d) Interior air quality. Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - e) Water supply. The shelter's water supply must be free of contamination.
 - f) Sanitary facilities. Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - g) Thermal environment. The shelter must have any necessary heating/cooling facilities in proper operating condition.
 - h) Illumination and electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
 - i) Food preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - j) Sanitary conditions. The shelter must be maintained in a sanitary condition.
 - k) Fire safety. There must be at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.
- I. Minimum standards for permanent housing. The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this section I. The recipient may also establish standards that exceed or add to these minimum standards.
- i. Structure and materials. The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.
 - ii. Space and security. Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.
 - iii. Interior air quality. Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
 - iv. Water supply. The water supply must be free from contamination.
 - v. Sanitary facilities. Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
 - vi. Thermal environment. The housing must have any necessary heating/cooling facilities in proper operating condition.
 - vii. Illumination and electricity. The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.
 - viii. Food preparation. All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
 - ix. Sanitary conditions. The housing must be maintained in a sanitary condition.
 - x. Fire safety.

- a) There must be a second means of exiting the building in the event of fire or other emergency.
 - b) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing impaired persons in each bedroom occupied by a hearing-impaired person.
 - c) The public areas of all housing must be equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.
- m. Organizational conflicts of interest. The provision of any type or amount of ESG assistance may not be conditioned on an individual's or family's acceptance or occupancy of emergency shelter or housing owned by the recipient, SUBRECIPIENT, or a parent or subsidiary of SUBRECIPIENT. No subrecipient may, with respect to individuals or families occupying housing owned by SUBRECIPIENT, or any parent or subsidiary of SUBRECIPIENT, carry out the initial evaluation required under § 576.401 or administer homelessness prevention assistance under § 576.103.
- n. Individual conflicts of interest. For the procurement of goods and services, SUBRECIPIENT must comply with the codes of conduct and conflict of interest requirements under 24 CFR 85(b)(3). For all other transactions and activities, the following restrictions apply:
- i. Conflicts prohibited. No person described in paragraph n of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted under the ESG program, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the program, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure or during the one-year period following his or her tenure.
 - ii. Persons covered. The conflict-of-interest provisions of paragraph (b)(1) of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of SUBRECIPIENT.
 - iii. Exceptions. Upon the written request of the recipient, COUNTY, in conjunction with HUD, may grant an exception to the provisions of this subsection on a case-by-case basis, taking into account the nature of the conflict and the factors listed below:
 - a) Threshold requirements. COUNTY and HUD will consider an exception only after the recipient has provided an opinion of the recipient's attorney that the interest for which the exception is sought would not violate state or local law.
 - b) Factors to be considered for exceptions. In determining whether to grant a requested exception after SUBRECIPIENT has satisfactorily met the threshold requirements, HUD must conclude that the exception will serve to further the purposes of the ESG program and the effective and efficient administration of SUBRECIPIENT's program or project, taking into account the cumulative effect of the following factors, as applicable:
 - (1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (2) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (3) Whether the affected person has withdrawn from his or her functions, responsibilities or the decision-making process with respect to the specific activity in question;
 - (4) Whether the interest or benefit was present before the affected person was in the position in which the conflict of interest may have occurred;

- (5) Whether undue hardship results to SUBRECIPIENT, or the person affected, when weighed against the public interest served by avoiding the prohibited conflict; and
 - (6) Any other relevant considerations.
 - iv. Contractors. All contractors of SUBRECIPIENT must comply with the same requirements that apply to subrecipients under this section.
- o. Homeless Participation.
 - i. SUBRECIPIENT must provide for the participation of not less than one homeless individual or formerly homeless individual on the board of directors or other equivalent policy-making entity of SUBRECIPIENT, to the extent that the entity considers and makes policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG.
 - ii. If SUBRECIPIENT is unable to meet the homeless participation requirement, it must instead develop and implement a plan to consult with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities, services, or other assistance that receive funding under ESG. The plan must be submitted to COUNTY to be included in the annual action plan required under 24 CFR 91.220.
 - iii. To the maximum extent practicable, SUBRECIPIENT must involve homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under ESG, in providing services assisted under ESG, and in providing services for occupants of facilities assisted under ESG.

EXHIBIT A.1

SUBRECIPIENT SCOPE OF WORK

I. Scope of Work for: The ESG Emergency Shelter

Agency agrees to accomplish the following work under this Agreement:

A. Provide emergency shelter services to homeless families including:

- Safety planning
- Advocacy and assistance navigating systems
- Case management
- Crisis intervention
- Information and Referral
- Support groups
- Counseling

B. It is expected that the funding under this ESG Agreement will assist approximately 50 homeless families with shelter services during the **July 1, 2021 to June 30, 2022** program year.

EXHIBIT B

SUBRECIPIENT PROGRAM BUDGET

- A. The total compensation under this Agreement shall not exceed \$41,254 with payments to be made as outlined in the body of the contract.
- B. Adjustments to the budget may only be made with the approval of both Parties.

CWS Shelter and Housing Program Budget

Program Costs	Amount	Source of Funds
Shelter Staffing	\$1,083,310	<p><i>-Clackamas County H3S Community Development -ESG (confirmed)</i></p> <p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): U.S. Department of Justice (OVW-THP and OVC-Housing), U.S. HUD (RRH, PSH, SSO), Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP and CVRA) and Children, Families and Community Connections (general fund), Clackamas County H3S Community Development (ESG CV2).</p> <p>-Government funding (pending/unconfirmed): Oregon Department of Justice Crime Victim Services Division (SHF), Clackamas County H3S Community Development (CDBG), Housing Authority of Clackamas County (SHS), Clackamas County H3S Social Services (HPDRR and AHFP)</p>
Shelter Utilities	\$75,600	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP).</p> <p>-Government funding (pending/unconfirmed): Clackamas County H3S Community</p>

		Development (CDBG), Clackamas County H3S Social Services (HPDRR and AHFP)
Shelter Maintenance	\$25,000	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP) and) and Children, Families and Community Connections (general fund).</p> <p>-Government funding (pending/unconfirmed): Clackamas County H3S Community Development (CDBG), Clackamas County H3S Social Services (HPDRR and AHFP)</p>
Shelter Supplies (includes food)	\$86,000	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP).</p> <p>-Government funding (pending/unconfirmed): Clackamas County H3S Community Development (CDBG), Clackamas County H3S Social Services (HPDRR and AHFP)</p>
Insurance (prorated share of full agency coverage)	\$5,000	-Unrestricted private funds (pending)
Food (Community Events)	\$0	
Other (training, client assistance, program overhead, occupancy, admin support, depreciation, mileage, office supplies, etc.)	\$3,430,855	<p>-Unrestricted private funds (pending)</p> <p>-Government funding (confirmed): U.S. Department of Justice (OVW-THP and OVC-Housing), U.S. HUD (RRH, PSH, SSO), Oregon Department of Human Services (MLT,CFAA,FVPSA), Oregon Housing and Community Services (ESG Covid), Clackamas County H3S Social Services (SHAP/EHA/EFSP and CVRA) and Children, Families and Community Connections (general fund), Clackamas County H3S Community Development (ESG CV2).</p> <p>-Government funding (pending/unconfirmed):</p>

Clackamas Women's Services
 Subrecipient Grant Agreement #22-012 – ESG FY2021

		Oregon Department of Justice Crime Victim Services Division (SHF), Clackamas County H3S Community Development (CDBG), Housing Authority of Clackamas County (SHS), Clackamas County H3S Social Services (HPDRR and AHFP), US Department of Justice (OVC)
Total Shelter Expenses	\$4,705,765	
Total ESG:	\$41,254	

EXHIBIT C: CONGRESSIONAL LOBBYING CERTIFICATE

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

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

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

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

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

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

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

Clackamas Women's Services

22-012 Shelter ESG

Organization Name

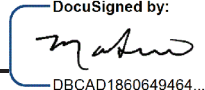
Award Number or Project Name

Melissa Erlbaum

Executive Director

Name and Title of Authorized Representative

DocuSigned by:



7/18/2021

Signature

DBCAD1860649464...

Date

**Exhibit D
REQUEST FOR REIMBURSEMENT**

**Note: This form derives from the approved budget in your grant Agreement.
Please follow instructions for completing this form as outlined in Exhibit D.1.**

Subrecipient <u>Clackamas Women's Services</u>	Grant Number: <u>22-012</u>
Address: _____	Report Period: _____
	Contract #: _____
Contact Person: _____	Federal Award #: <u>E20-UC-41-0003</u>
Phone Number: _____	CFDA(s): <u>14.231</u>
E-mail: _____	

Budget Category	Budget	Current Draw Request	Previously Requested	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Grant Funds Requested	\$ -	\$ -	\$ -	\$ -

ATTACH ALL RECEIPTS AND REQUIRED CLIENT DOCUMENTATION.

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

CERTIFICATION

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

Prepared by: _____

Authorized Signer: _____

Date: _____

Department Review

Project Officer Name: _____

Department: _____

Signature: _____

Date: _____

EXHIBIT D.1: REIMBURSEMENT INSTRUCTIONS

Reimbursement by COUNTY will be within 30 days of receipt of acceptable countersigned itemized invoices or billings reflecting the actual cost to SUBRECIPIENT of eligible expenses. Each invoice shall be accompanied with a detailed Request for Reimbursement (Exhibit D) which shall include appropriate documentation. This documentation shall include signed and approved timecards for personnel expenses and itemized invoices or billings for materials and services.

- COUNTY must provide HUD with specific household demographic information for each household served by ESG funds. The household information will be collected from SUBRECIPIENT and must accompany the first SUBRECIPIENT invoice for each household.
- The request for reimbursement shall also include a summary of expenses incurred for each household along with source documentation. In addition, an HMIS report documenting the type and amount of financial assistance for each household shall accompany the invoice.
- Information on the request for reimbursement form, the household demographics, the source documentation and the summary of expenses incurred for each specific household from the HMIS reports must all correlate. See Attachment B.

EXHIBIT E: PERFORMANCE REPORTING REQUIREMENTS

Reporting Requirements. SUBRECIPIENT will comply with:

- All current HMIS Policy & Procedures;
- HMIS Participation Agreement;
- All ESG HMIS reporting requirements developed by COUNTY;
- SUBRECIPIENT will provide documentation to COUNTY annually on the project activities completed in accordance with this Agreement.

EXHIBIT F

Required Certifications

I, Melissa Erlbaum, Executive Director of Clackamas Women's Services (SUBRECIPIENT) certify the provision of the matching supplemental funds required by the regulation 24 CFR 576.201. A description of the sources and amounts of such supplemental funds are included in the Attachment B agency Fiscal Year operating budget.

ESG Certifications

The Emergency Solutions Grants Program SUBRECIPIENT certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, SUBRECIPIENT will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, SUBRECIPIENT will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – SUBRECIPIENT will assist homeless individuals in obtaining permanent housing,

appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

Matching Funds – SUBRECIPIENT will obtain matching amounts required under 24 CFR 576.201 and as outlined in Exhibit G.

Confidentiality – SUBRECIPIENT has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, SUBRECIPIENT will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities SUBRECIPIENT undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – SUBRECIPIENT will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.


HMIS – SUBRECIPIENT will comply with HUD's standards for participation in the local Homeless Management Information System and the collection and reporting of client level information.

The requirement that SUBRECIPIENT involve, to the maximum possible extent practicable and where appropriate, homeless individuals and families in policy making, renovating, maintaining, and operating facilities assisted under the ESG program is met in the following manner:

CWS has 44 employees: 7 FTE in administration, development, and communications and 37 in programs directly serving the community. To increase diversity, equitable hiring practices are consistently utilized as staff positions become available; 90% of hires in the past six months have been from the BIPOC community. Additionally, more than a third of CWS staff members are bilingual, 27% identify as from the LGBTQIA+ community, 35% from communities of color, and 15% identify as an individual with a disability. Within the CWS Board of Directors 20% are from communities of color, 15% identify as members of the LGBTQIA+ community and 15% identify as an individual with a disability. 15% of our agency staff and members of the Board of Directors live in the rural community. Most importantly, lived experience is prevalent among CWS Board members (40%) and staff (65%).

In service delivery, an equity lens tool is used in all new program development and program planning. The tool guides our decision-makers to seek the input of voices not at the table, to center the communities most impacted, to follow the lead of the communities we serve, and to surface our bias and assumptions all along the way. CWS has formal programs which support this work of including the communities most impacted in our service delivery, with the Voices program through ASP-FJC, and the Promotoras Program through CWS, both of which are comprised of survivors and former service users, as well as Latinx community leaders, who provide input, guidance, and consultation in our program development, services, etc. In previous answers we highlighted our commitment to prioritizing referrals from culturally specific partners. Honoring this commitment is evident in the demographic data previously mentioned and is a good example of one strategy to center racial equity and cultural responsiveness.

Additionally, shelter participants are asked to submit anonymous surveys throughout their stay and as they leave the program. When exiting services we interview participants on their experience and cultivate feedback on how we can improve services.

DocuSigned by:

DBCAD1860649464... 7/18/2021

Signature/Authorized Official Date

Executive Director

Title

Project Name: ESG FY2021	Agreement #: 22-012
Federal Award #: E20-UC-41-0003	Date of Submission: XX/XX/XX
Subrecipient: CLACKAMAS WOMEN'S SERVICES	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

EXHIBIT G: Final Financial Report

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

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

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

Subrecipient's Certifying Official (printed): _____

Subrecipient's Certifying Official (signature): _____

Subrecipient's Certifying Official's title: _____

ATTACHMENT A: ESG POLICIES