



# AGENDA

## Revised

Changed II.1 to I.2, Added I.1  
and all Consent Agenda Items

### Thursday, February 25, 2021 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-11

#### CALL TO ORDER

- Roll Call
- Pledge of Allegiance

#### **I. PRESENTATION** *(Following are items of interest to the citizens of the County)*

1. Portland General Electric on Power Outages and Restoration (Maria Pope, PGE)

#### **\*\*\*Weather Updates**

#### **\*\*\*Wild Fire Updates**

#### **\*\*\*COVID Updates**

**II. PUBLIC HEARINGS** *(The following items will be individually presented by County staff or other appropriate individuals. Persons appearing shall clearly identify themselves and the department or organization they represent. In addition, a synopsis of each item, together with a brief statement of the action being requested shall be made by those appearing on behalf of an agenda item.)*

1. Five Year County Sheriff Public Safety Local Option Levy (Angie Brandenburg, Sheriff)
2. Approval of a Resolution for a Clackamas County Supplemental Budget for Fiscal Year 2020-2021. The effect is an increase in appropriations of \$23,150,473 funding through Fund Balance, Federal and State Operating Grants, Charge for Services, and Interfund Transfers. (Sandra Montoya, Finance)

**III. CONSENT AGENDA** *(The following items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

#### **A. Health, Housing & Human Services**

1. Approval of the Area Plan for Years 2021 through 2025. Received \$1.8 million in OAA funding and \$1 Million on OPI funding – *Social Services*

2. Approval of Sub-recipient Professional Services Agreement with Outside In, Inc. for HIV Testing and Counseling Services. The maximum value to this agreement is \$22,477 funded through the State of Oregon Health Authority. No General Funds are involved. – *Public Health*
3. Approval of Change Order #4 between Clackamas County and Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project. This amendment would add \$6,350 for a total contract value of \$282,601 funded through health centers fund. No General Funds are involved. – *Community Development*
4. Approval for Amendment #9 to Agreement #7462 a Revenue Agreement with CareOregon for Behavioral Health in Primary Care. This is for payment for services furnished to persons enrolled in OHP. No General Funds are involved. – *Health Centers*
5. Approval of an Intergovernmental Agreement Amendment #1 with Clackamas County Circuit Court to provide Protective Order and Support Services. This amendment will add \$79,156 for a total contract value of \$152,212 funded through US Department of Justice. No General Funds are involved. – *CFCC*
6. Approval of Amendment #17 to the IGA with the State of Oregon Acting by and Through its OHA for Operation as LPHA. Contract increased by \$1,675,709 bringing maximum value to \$13,405,871 with funding through the state. No General Funds are involved – *Public Health*
7. Approval to Apply for a Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Services Grant. \$170,000 with funding through US Department of Justice. No General Funds are involved – *CFCC*
8. Approval of a Federal Subrecipient Grant Amendment #1 with Northwest Family Services to expand Youth Opioid Prevention & Early Screening to include Sandy and Estacada. Amendment #1 adds \$114,360.51 for a total award of \$189,360.51 with funding through US Dept of Justice. No General Funds are involved and no match is required. - *CFCC*

**B. Elected Officials**

1. Request by the Clackamas County Sheriff's Office to Accept a Grant from Oregon Department of Transportation for Reimbursement of Overtime Activities Related to Safety Belt Enforcement. The total grant is \$15,000 coming from Oregon Department of Transportation. (Clackamas County Sheriff's Office)
2. Request by the Clackamas County Sheriff's Office to Accept a Grant from Oregon Department of Transportation for Reimbursement of Overtime Activities Related to Speed Enforcement. The total grant is \$20,000 coming from Oregon Department of Transportation. (Clackamas County Sheriff's Office)
3. Approval of ORMAP (the Oregon Map) Intergovernmental Agreement Contract # DOR-310-20 between the Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System. Semi Annual IGA contract is \$35,000 and is funding through the State of Oregon, The A&T Department dedicates an additional \$10,000 annually, to support the conversion of maps through quality control, new plat maintenance, plat and deed research and project management. (Assessment and Taxation)

**C. Technology Services**

1. Approval of a Service Level Agreements between Clackamas Broadband eXchange and Astound Broadband, LLC. Revenue fee of \$4,250 and a recurring annual lease fee of \$3,060.

**D. Juvenile Department**

1. Approval of an Intergovernmental Agreement with Oregon Health Authority for Behavioral Rehabilitation Services (BRS) Reimbursements. The estimated maximum annual net revenue to Clackamas County is \$273,049.

**E. Community Corrections**

1. Approval of an Intergovernmental Agreement between Clackamas County Community Corrections and Willamette National Cemetery to provide Work Crew Services from February 1, 2021 through January 31, 2022. Revenue in the amount of \$27,000 from Willamette National Cemetery.

**IV. NORTH CLACKAMAS PARKS & RECREATION DISTRICT CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

1. Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District (NCPRD) and Cascade Heights Charter School. The lease agreement will have a revenue of \$127,629 and increase 5% annually.

**V. WATER ENVIRONMENT SERVICES CONSENT AGENDA** *(The following Items are considered to be routine, and therefore will not be allotted individual discussion time on the agenda. Many of these items have been discussed by the Board in Work Sessions. The items on the Consent Agenda will be approved in one motion unless a Board member requests, before the vote on the motion, to have an item considered at its regular place on the agenda.)*

1. Approval of Contract between Water Environment Services and West Consultants, Inc., for the Stream Flow and Precipitation Monitoring Project. Contract total of \$812,220.

**VI. PUBLIC COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.*

**VII. COUNTY ADMINISTRATOR UPDATE**

**VIII. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel. <https://www.clackamas.us/meetings/bcc/business>**

# CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

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**Presentation Title:** Five-Year County Sheriff Public Safety Local Option Levy

**Department:** Clackamas County Sheriff's Office

**Presenters:** Sheriff Angela Brandenburg

**Other Invitees:** Undersheriff Michael Copenhaver & Chief Deputy Jenna Morrison

## **WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?**

Approve Public Safety Local Option Levy to be put on the May 2021 ballot at \$0.368/\$1000 assessed home value.

## **EXECUTIVE SUMMARY:**

The Public Safety Local Option Levy was approved by voters in November 2006, approved again in November 2011, and again in November 2016. The current levy is set to expire on December 31, 2021. In the 15 years of the Public Safety Local Option Levy voters have never been asked for an increase. A status quo renewal would result in a loss of 12 deputies (2 million dollars) over the 5 year life cycle. As the County has grown in population the demand for services has grown. Adding 12 cents to the existing levy would allow the Sheriff's Office to increase current service levels. The levy would add an additional 16 patrol deputies to respond to emergency calls and patrol our roadways. It would fund 6 jail deputies and open 26 mental health beds in the jail. It would fund 5 additional detectives to investigate older adult abuse/neglect, child abuse/neglect, human trafficking, and felony person on person crimes. It would provide funding for 2 non-sworn Internal Affairs investigators. It would fund a body-worn camera program and one non-sworn employee to manage the program. It would also allow the Sheriff's Office to maintain 84 jail beds, 18 patrol deputies and 10 investigators assigned to the Sheriff's specialized drug enforcement team.

The deadline to get this measure on the May ballot is February 26, 2021.

## **FINANCIAL IMPLICATIONS (current year and ongoing):**

Is this item in your current budget?  YES  NO

What is the cost? \$ NA

What is the funding source? NA

## **STRATEGIC PLAN ALIGNMENT:**

- How does this item align with your Department's Strategic Business Plan goals?

This aligns with the Sheriff's Office strategic goal of Clackamas County residents will experience safe communities through the delivery of justice and apprehension of criminals when crime has occurred.



- How does this item align with the County's Performance Clackamas goals?

This aligns with the boards Strategic priority to ensure safe, healthy and secure communities.

**LEGAL/POLICY REQUIREMENTS:**

Board of County Commissioners approval required to place on ballot.

**PUBLIC/GOVERNMENTAL PARTICIPATION:**

N/A

**OPTIONS:**

The Board of County Commissioners can approve the request of the Sheriff to place a Local Option Public Safety Levy on the May ballot at an increase of 12 cents for a total of \$0.368/\$1000 assessed home value (currently \$267,000).

The Board of County Commissioners can deny the request.

**RECOMMENDATION:**

It is recommended that the Board of County Commissioners approve the request of the Sheriff to place a Local Option Public Safety Levy on the May ballot at an increase of 12 cents for a total of \$0.368/\$1000 assessed home value. Thereby increasing public safety services to the people in Clackamas County.

**ATTACHMENTS:**

Ballot Title and Summary

**SUBMITTED BY:**

Division Director/Head Approval \_\_\_\_\_

Department Director/Head Approval Angela Brandenburg

County Administrator Approval \_\_\_\_\_

For information on this issue or copies of attachments, please contact \_\_\_\_\_ @ 503- \_\_\_\_\_

## BALLOT TITLE

### **CAPTION (10 Words):**

Five-Year County Sheriff Public Safety Local Option Levy

### **QUESTION (20 Words):**

Shall Clackamas County fund law enforcement with a rate of 36.8 cents per \$1,000 assessed value for five years beginning 2022-2027?

This measure may cause property taxes to increase more than three percent.

### **SUMMARY (175 Words): 169 currently**

This measure would replace the current Public Safety Levy which was approved by voters in 2016 and expires in 2021. Approval of this levy will allow the Clackamas County Sheriff's Office to:

- Support community safety in every part of Clackamas County by providing approximately:
  - o 34 Sheriff's patrol deputies responding to emergency calls for service and patrolling our roadways;
  - o 5 Sheriff's detectives to investigate elder abuse/neglect cases; child abuse/neglect cases; human trafficking, and felony crimes against persons
- Maintain 84 jail beds by funding 30 Sheriff's jail deputies. These 84 beds opened upon the passage of the first levy in 2006 and have reduced the number of prisoners released early into the community.
- Open 26 mental health jail beds by funding 6 Sheriff's jail deputies.
- Implement a new body-worn camera program and fund 2 internal affairs investigators
- Maintain funding for Sheriff's specialized drug enforcement team targeting drug traffickers and those involved in drug-related crimes such as identity theft, property crimes, child abuse and neglect.

This measure would cost 36.8 cents per \$1000 of assessed value. The cost would be approximately \$\_8.28\_ per month, or \$\_99.36\_ per year, on a home with an assessed value of \$270,000 (the median assessed value in Clackamas County). It is estimated the proposed rate would raise \$\_\_\_ million in 2022-23, \$\_\_\_ million in 2023-24, \$\_\_\_ million in 2024-25, \$\_\_\_ million in 2025-26, and \$\_\_\_ million in 2026-27.

# Request for Ballot Title Preparation or Publication of Notice

**SEL 805**

rev 01/18  
OAR 165-014-0005

No later than the **80<sup>th</sup> day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

## Filing Information

**Election Date**

**Authorized Official**

**Contact Phone**

**Email Address**

## Referral Information

**Title, Number or other Identifier**

## This Filing is For

Drafting of Ballot Title Attach referral text.

Publication of Notice Ballot title below.

## Ballot Title Additional requirements may apply

**Caption** 10 words which reasonably identifies the subject of the measure.

**Question** 20 words which plainly phrases the chief purpose of the measure.

**Summary** 175 words which concisely and impartially summarizes the measure and its major effect.

*By signing this document:*

→ I hereby state that I am authorized by the county or city governing body, or district elections authority to submit this Request for Ballot Title – Preparation or Publication of Notice.

**Signature**

**Date Signed**

## EXPLANATORY STATEMENT

Clackamas County voters approved the first Clackamas County Public Safety Local Option Levy in 2006, reapproving levies in 2011 and 2016. The levy provides a portion of the funding for county public safety services.

The current levy, approved in 2016, will expire on December 31, 2021. Measure X-XXX will replace the expiring levy.

The expiring levy provides funding for the following services:

- 84 jail beds in the Clackamas County Jail
- 30 Sheriff's jail deputies
- 18 Sheriff's patrol deputies
- Sheriff's specialized drug enforcement team

A yes vote on Measure X-XXX would maintain and enhance those services by changing the existing Public Safety Local Option Levy tax rate from 24.8 cents to 36.8 cents per \$1000 of assessed value, an increase of 12 cents per \$1000 of assessed value. That would equal \$32.05 per year for a home at the median assessed value of \$267,000.

A yes vote on Measure X-XXX would:

- Maintain 84 jail beds in the Clackamas County Jail that were opened since the initial passage of the levy in 2006, reducing the number of prisoners released early into the community;
- Provide funding to retain 30 current Sheriff's jail deputies;
- Open 26 mental health/medical jail beds by funding 6 additional Sheriff's jail deputies;
- Retain 18 current Sheriff's patrol deputies and add 16 Sheriff's patrol deputies responding to emergency calls for service and patrolling our roadways;
- Continue the Sheriff's specialized drug enforcement team to arrest drug traffickers and those involved in drug-related crimes such as identity theft, property crimes, and child abuse/neglect;
- Add 5 Sheriff's detectives to investigate elder abuse/neglect cases, child abuse/neglect cases, human trafficking, and felony crimes against persons;
- Implement and maintain a body-worn camera program; and
- Add 2 internal affairs investigators.

This levy is limited to the five-year fiscal period from 2022 through 2027. Future renewals of this levy would not occur without voter approval. The money raised by this measure must be used exclusively for the law enforcement purposes stated in this Ballot Title.

This measure would cost 36.8 cents per \$1000 of assessed value (this is different than the real market value). The cost would be approximately \$ 8.19 per month, or \$ 98.26 per year, on a home with an assessed value of \$267,000 (the median assessed value of a home in Clackamas County). It is estimated the proposed rate would raise \$22.20 million in 2022-23, \$22.87 million in 2023-24, \$23.56 million in 2024-25, \$24.26 million in 2025-26, and \$24.99 million in 2026-27.

Explanatory Statement Furnished by the Clackamas County Sheriff's Office

\_\_\_\_\_  
Authorized Signature

Date: February \_\_\_\_, 2021

In the Matter of Referring a  
Ballot Measure on  
County Sheriff Public  
Safety Local Option Levy

RESOLUTION NO. 2020-\_\_\_\_\_

**WHEREAS**, in 2006 the voters of Clackamas County approved the Public Safety Option Levy for a duration of 5 years. In 2011 and again in 2016 the voters approved the renewal of that same levy. The levy is now scheduled to expire on December 31, 2021; and

**WHEREAS**, the continuation of the services provided from the revenues raised from the existing levy, which are estimated to be \$13 million annually, are of critical importance to the public's safety in Clackamas County; and

**WHEREAS**, the existing Public Safety Local Option Levy can be renewed for a period of five years from 2022-2027 without an increase in taxes; and

**WHEREAS**, the property tax proceeds generated from the existing levy are not sufficient to fund the level of public safety services contemplated by the levy when it was initially passed in 2006; and

**WHEREAS**, an increased levy amount will maintain the current levels of service contemplated by the existing levy and also add and improve critical service levels by providing mental health/medical beds in the jail, body-worn cameras on sworn deputies, and additional patrol deputies, jail deputies, and detectives to support Sheriff's Office critical functions; and

**WHEREAS**, the estimated total outlay for the purposes of the public safety local option levy are estimated at \$117,91 million; and

**WHEREAS**, the voters of Clackamas County should be allowed to vote on a new Public Safety Option Levy during the May 2021 election.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:**

1. A Ballot Measure is hereby referred to the voters of Clackamas County regarding a five-year County Sheriff Public Safety Local Option Levy substantially in the form attached hereto as Exhibit A and related explanatory statement, subject to ministerial correction by staff.
2. An election shall be held in Clackamas County on Tuesday, May 18, 2021.
3. The County hereby authorizes the Chair, the County Administrator, and County Counsel or their designees to submit, sign, and otherwise take all necessary action to effectuate the foregoing and to file the ballot title with the County Clerk for publication.

**DATED** this 25th day of February 2021.

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

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Chair

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Recording Secretary



**Department of Finance**

Public Services Building  
2051 Kaen Road, Suite 490 | Oregon City, OR 97045

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Resolution for a Clackamas County  
Supplemental Budget for Fiscal Year 2020-2021

Purpose/Outcomes	Public Hearing for supplemental budget change for FY 2020-2021
Dollar Amount and Fiscal Impact	The effect is an increase in appropriations of \$23,150,473
Funding Source	Fund Balance, Federal and State Operating Grants, Charge for Services, and Interfund Transfers
Duration	July 1, 2020-June 30, 2021
Previous Board Action/Review	Budget Adopted June 18, 2020, and Amended December 3, 2020, approved at Issues meeting Feb. 16, 2021 for the Feb. 25, 2021 Business Meeting Agenda
Strategic Plan Alignment	Build public trust through good government by providing budget responsibility and transparency
Counsel Review	N/A
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> X 2. If no, provide brief explanation: This is a Budget item and does not require Procurement's involvement
Contact Person	Sandra Montoya, 503-742-5424

**BACKGROUND:**

Each fiscal year it is necessary to reduce or allocate additional sources of revenue and appropriate additional expenditures to more accurately meet the changing requirements of the operating departments. The attached resolution reflects such changes requested by departments in keeping with a legally accurate budget. These changes are in compliance with Oregon Local Budget Law ORS 294.433 - ORS 294.481, which allows for governing body approval of budget changes under qualified circumstances. The required notice has been published.

The effect of this resolution is an increase in revenues and appropriations of \$23,150,473.



1 General Fund 100 - Non Departmental								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Revenues	191,690,657	-	191,690,657	Operating Expenses	124,687,141	-	124,687,141	
Interfund Transfer	3,378,427	870,259	4,248,686	Interfund Transfers	615,267	-	615,267	
				Special Payments	2,905,258	8,681,629	11,586,887	
				Debt	244,303	-	244,303	
				Reserve	20,280,112	-	20,280,112	
				Contingency	30,484,570	(8,114,210)	22,370,360	
				General Fund Support	15,852,433	302,840	16,155,273	
<b>Revised Total Fund Resources</b>			<b>195,939,343</b>	<b>Revised Total Fund Requirements</b>			<b>195,939,343</b>	

Comments: General Fund is recognizing interfund transfer revenue from the Juvenile Fund and appropriating in contingency. General Fund contingency is reduced to fund special payments for C800 radio projects through the use of remaining bond proceeds, and a loan from WES will be repaid six months early to save interest expense. Additionally, contingency will be used to provide General Fund support for Disaster Management, County Parks, and Dog Control Services, referenced below in items numbers 3,4, and 7.

2 Business and Economic Development Fund 208								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	3,329,796	-	3,329,796	Operating Expenses	3,722,342	250,000	3,972,342	
Revenues	5,064,307	4,418,536	9,482,843	Interfund Transfers	63,000	-	63,000	
Interfund Transfer	100,000	-	100,000	Contingency	1,220,340	-	1,220,340	
				Special Payments	3,488,421	4,168,536	7,656,957	
<b>Revised Total Fund Resources</b>			<b>12,912,639</b>	<b>Revised Total Fund Requirements</b>			<b>12,912,639</b>	

Comments: Recognizing revenue from the State and Coronavirus Aid, Relief and Economic Security (CARES) to fund small business grants and Business Recovery Centers in Clackamas County.

3 Disaster Management Fund 209								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Revenues	1,565,569	1,847,900	3,413,469	Operating Expenses	3,393,675	1,470,470	4,864,145	
Interfund Transfers	1,828,106	237,840	2,065,946	Special Payments		615,000	615,000	
<b>Revised Total Fund Resources</b>			<b>5,479,415</b>	<b>Revised Total Fund Requirements</b>			<b>5,479,145</b>	

Comments: Recognizing revenue from Coronavirus Aid, Relief and Economic Security (CARES) and an interfund transfer from the General Fund and appropriating for COVID 19 and wildfire related costs.

4 County Parks Fund 213								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Revenues	2,921,657	-	2,921,657	Operating Expenses	3,031,291	5,000	3,036,291	
Interfund Transfers	361,711	5,000	366,711	Contingency	252,077	-	252,077	
<b>Revised Total Fund Resources</b>			<b>3,288,368</b>	<b>Revised Total Fund Requirements</b>			<b>3,288,368</b>	

Comments: Recognizing interfund transfer revenue from the General Fund and appropriating property maintenance costs for donated park property.

5 Social Services Fund 242								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Revenues	41,210,546	14,540,679	55,751,225	Operating Expenses	40,440,808	7,835,775	48,276,583	
Interfund Transfers	3,073,266	-	3,073,266	Special Payments	2,263,982	6,704,904	8,968,886	
				Contingency	1,579,022	-	1,579,022	
<b>Revised Total Fund Resources</b>			<b>58,824,491</b>	<b>Revised Total Fund Requirements</b>			<b>58,824,491</b>	

Comments: Recognizing Coronavirus Aid, Relief, and Economic Security (CARES) funding and appropriating COVID-19 response costs.

6 Children, Family & Community Connections Fund 246								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Revenues	7,932,094	300,000	8,232,094	Operating Expenses	7,623,602	(1,149,195)	6,474,407	
Interfund Transfers	2,400,379	-	2,400,379	Special Payments	2,615,985	1,449,195	4,065,180	
				Interfund Transfers	92,886	-	92,886	
<b>Revised Total Fund Resources</b>			<b>10,632,473</b>	<b>Revised Total Fund Requirements</b>			<b>10,632,473</b>	

Comments: Recognizing additional Department of Justice revenue and shifting budget authority into the special payments category to align with spending.

7 Dog Services Fund 247								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Revenues	1,779,181	-	1,779,181	Operating Expenses	2,821,792	60,000	2,881,792	
Interfund Transfers	1,535,517	60,000	1,595,517	Contingency	150,000	-	150,000	
				Reserves	342,906	-	342,906	
<b>Revised Total Fund Resources</b>			<b>3,374,698</b>	<b>Revised Total Fund Requirements</b>			<b>3,374,698</b>	

Comments: Recognizing interfund transfer revenue from the General Fund and appropriating professional services costs for dog control hearings.

8 Juvenile Fund 260								
Resources	Original	Change	Revised	Requirement	Original	Change	Revised	
Fund Balance	1,055,627	870,259	1,925,886	Operating Expenses	11,291,138	-	11,291,138	
Revenues	1,774,138	-	1,774,138	Interfund Transfers	1,005,627	870,259	1,875,886	
Interfund Transfer	9,467,000	-	9,467,000					
<b>Revised Total Fund Resources</b>			<b>13,167,024</b>	<b>Revised Total Fund Requirements</b>			<b>13,167,024</b>	
Comments: The Juvenile Fund is recognizing additional fund balance revenue and appropriating an interfund transfer to the General Fund.								

**RECOMMENDATION:**

Staff respectfully recommends adoption of the attached Resolution Order in keeping with a legally accurate budget.

Sincerely,

Elizabeth Comfort  
Finance Director

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of Providing Authorization  
Regarding Adoption of a Supplemental  
Budget and Making to Appropriations  
for Fiscal Year 2020-21



Resolution Order No. \_\_\_\_\_

*Page 1*

WHEREAS, during the fiscal year changes in appropriated expenditures may become necessary and appropriations may need to be increased, decreased or transferred from one appropriation category to another;

WHEREAS, a supplemental budget for the period of July 1, 2020 through June 30, 2021, inclusive, has been prepared, published and submitted to the taxpayers as provided by statute;

WHEREAS; a hearing to discuss the supplemental budget was held before the Board of County Commissioners on February 25, 2021.

WHEREAS; the funds being adjusted are:

- . General Fund – Non-Departmental
- . Business and Economic Development Fund
- . Disaster Management Fund
- . County Parks Fund
- . Social Services Fund
- . Children, Family & Community Connections Fund
- . Dog Services Fund
- . Juvenile Fund;

It further appearing that it is in the best interest of the County to approve this change in appropriations for the period of July 1, 2020 through June 30, 2021.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS THAT:

Pursuant to its authority under OR 294.433 – ORS 294.481, the supplemental budget be adopted and appropriations established as shown in the attached Exhibit A which by this reference is made a part of this Resolution.

**DATED** this 25th day of February 2021

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of the Area Plan for Years 2021 Through 2025

<b>Purpose/Outcomes</b>	Every four years Clackamas County Social Services, the Area Agency on Aging for Clackamas County, is required to develop an Area Plan that describes how the agency will use federal Older American Act (OAA) funding and Oregon Project Independence (OPI) funding to assist residents of Clackamas County to remain independent, healthy, and engaged in their communities for as long as possible.
<b>Dollar Amount and Fiscal Impact</b>	OAA and OPI funding fluctuates each biennium. For the current fiscal year, not including COVID related funding, the county received \$1.8M in OAA funding and \$1M in OPI funding.
<b>Funding Source</b>	State of Oregon, Department of Human Services/Aging and People with Disabilities
<b>Duration</b>	January 1, 2021 to June 20, 2025
<b>Previous Board Action</b>	The current Area Plan was approved by the Board of County Commissioners
<b>Strategic Plan Alignment</b>	1. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
<b>Counsel Review</b>	NA. This is a planning document.
<b>Procurement Review</b>	1. Was this item processed through Procurement? No 2. This is a planning document.
<b>Contact Person</b>	Brenda Durbin, Director – Social Services Division – (503) 655-8641
<b>Contract No.</b>	

**BACKGROUND:**

**Why we do an Area Plan**

Every four years Clackamas County Social Services, the Area Agency on Aging for Clackamas County, is required to develop an Area Plan that describes how the agency will use federal Older American Act (OAA) funding and Oregon Project Independence (OPI) funding to assist residents of Clackamas County to remain independent, healthy, and engaged in their communities for as long as possible.

*Healthy Families. Strong Communities.*

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

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

The Plan includes an overview of the agency, county demographic information, current services and programs available to seniors and their caregivers, an assessment of the need for services for older adults, and a detailed timeline of goals and activities that will be accomplished during the four year Plan period.

### **Demographics**

The population of Clackamas County is aging and steadily increasing in racial and ethnic diversity. More older adults are living in poverty, employed, and living with at least one disability than during the previous plan period.

The county's fastest growing population segment is adults age 60 years and older. Between 2010 and 2018, the number of residents age 60 years and older increased by 40 percent or 28,202 people and accounted for 80 percent of the overall population growth in the county. While the overall percentage of county residents living below the federal poverty line has declined since 2010, the percentage of residents aged 60 and older living in poverty has increased by 68 percent from 4,139 to 6,920 in 2018. Similarly, while the number of people with a disability has increased by just 281 people in the county overall since 2010, for those aged 65 and older the number has increased from 18,717 to 22,071; 32 percent of those 65 years or older are living with at least one disability.

While 92.2 percent of residents age 60 years and older in the county are white, the racial and ethnic diversity in the county is steadily growing in all population segments. This is illustrated within the older adult population by the growth in the number of residents 65 years and older who speak a language other than English at home, which increased by 47 percent between 2010 and 2018. The largest increase occurred in those who speak Indo-European languages at home, including Russian, which increased from 1,275 residents in 2010 to 2,164 in 2018.

### **Service Delivery Network in Clackamas County**

Clackamas County is a large and diverse county, covering 1,879 square miles with 16 incorporated cities and towns, as well numerous unincorporated communities. The more urbanized northern section of the county contrasts with the rural southern and eastern portions. To serve older adults residing in all areas, Clackamas County Social Services (CCSS) uses a single entry approach, working with a comprehensive network of 10 Senior,

Adult or Community Centers, to ensure that every older adult has easy access to information and services.

In addition to the services and programs offered by CCSS, the service delivery system includes a Senior Citizens Council, Clackamas County Behavioral Health, four branch offices of State Department of Human Services/Aging and Persons with Disabilities, the Senior Community Service Employment Program (Title V) and Legal Aid Services of Oregon. CCSS has contractual relationships or active MOUs with all of these organizations.

### **Planning and Review Process**

CCSS conducted a comprehensive community needs assessment from late fall 2018 through fall 2020. In collaboration with other social service agencies, adult community centers, and Aging Services Advisory Council (ASAC) members, CCSS documented individual and community needs, service gaps, and opportunities to improve county communities. The information gathered was used by CCSS staff and ASAC members to develop all aspects of this Area Plan.

Components of the needs assessment included:

- A **survey** documenting the experiences, perceptions and needs of older adults, persons with disabilities, caregivers and social service staff (offered on paper and online in English, Russian and Spanish).
- **Focus groups** with targeted older adult populations, including family caregivers, Russian-speaking residents (held in Russian), residents living in rural areas of the county, and the LGBTQ community.
- **Listening sessions** hosted in collaboration with the Asian Health and Services Center and held in Cantonese, Korean, Mandarin, and Vietnamese.
- A **listening session** with attendees at the Governor's Commission on Senior Services public meeting held in West Linn, OR on June 13, 2019.
- **Analysis of data** from multiple sources including the U.S. Census Bureau, Oregon Department of Human Services, Clackamas County ADRC, 211 info, Feeding America, Partnership for a Hunger Free Oregon, Oregon Hunger Task Force, Healthy Columbia Willamette Collaborative, Clackamas County Coordinated Housing Access.
- A **review of Clackamas County reports and data**, including annual CCSS program reports, 2019 Point-in-Time Count, Clackamas County Community Survey, Housing Affordability & Homelessness Needs Assessment, Blueprint Clackamas ([www.blueprintclackamas.com](http://www.blueprintclackamas.com)).

### **How OAA funds can be used**

OAA funds may only be used for specific types of services. These include case management, information and assistance, transportation, legal services, nutrition, wellness activities, elder abuse education, and family caregiver support services. The full Area Plan has identified goals, objectives, and activities for 11 focus areas: Information and Assistance, Nutrition Services, Health Promotion, Family Caregivers, Elder Rights and Legal Assistance, Older Native Americans, Older Adult Behavioral Health, Volunteering, Aging Friendly Communities, Transportation, and Housing.

OPI funding may only be used for in-home services (case management, homemaker, personal care, home delivered meals, respite) for clients who are not eligible for Medicaid programs but have needs they are unable to manage on their own.

### **Main Goals of the Area Plan?**

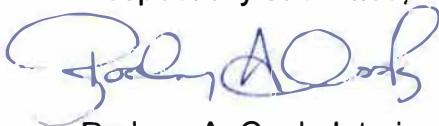
CCSS has identified three main goals that guided the development of each focus area. They are:

- Reduce barriers to accessing older adult services throughout the county, especially for populations who have lower service participation rates than expected.
- Create and update quality assurance efforts to ensure program quality
- Expand programming to meet the needs of a growing older adult population.

### **RECOMMENDATION:**

Staff recommends the Board approval of the Area Plan and authorize the Director of Health, Housing and Human Services to sign the Statement of Assurance and Verification of Intent.

Respectfully submitted,



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

## **Appendix H Statement of Assurances and Verification of Intent**

For the period of January 1, 2021 through December 31, 2025, Clackamas County Social Services (AAA) accepts the responsibility to administer this Area Plan in accordance with all requirements of the Older Americans Act (OAA) (P.L. 114-144) and related state law and policy. Through the Area Plan, Clackamas County Social Services shall promote the development of a comprehensive and coordinated system of services to meet the needs of older individuals and individuals with disabilities and serve as the advocacy and focal point for these groups in the Planning and Service Area. Clackamas County Social Services assures that it will:

Comply with all applicable state and federal laws, regulations, policies and contract requirements relating to activities carried out under the Area Plan.

Conduct outreach, provide services in a comprehensive and coordinated system, and establish goals and objectives with emphasis on: a) older individuals who have the greatest social and economic need, with particular attention to low income minority individuals and older individuals residing in rural areas; b) older individuals with significant disabilities; c) older individuals at risk for institutional placement; d) older Native Americans; and e) older individuals with limited English proficiency.

All agreements with providers of OAA services shall require the provider to specify how it intends to satisfy the service needs of low-income minority individuals and older individuals residing in rural areas and meet specific objectives established by Clackamas County Social Services for providing services to low income minority individuals and older individuals residing in rural areas within the Planning and Service Area.

Provide assurances that the Area Agency on Aging will coordinate planning, identification, assessment of needs, and provision of services for older individuals with disabilities, with particular attention to individuals with significant disabilities, with agencies that develop or provide services for individuals with disabilities.

Provide information and assurances concerning services to older individuals who are Native Americans, including:

- A. Information concerning whether there is a significant population of older Native Americans in the planning and service area, and if so, an assurance that the Area Agency on Aging will pursue activities, including outreach, to increase access of those older Native Americans to programs and benefits provided under the Area Plan;
- B. An assurance that the Area Agency on Aging will, to the maximum extent practicable, coordinate the services the agency provides with services provided under Title VI of the Older Americans Act; and
- C. An assurance that the Area Agency on Aging will make services under the Area Plan available, to the same extent as such services are available to older individuals within the planning and service area, to older Native Americans.



Obtain input from the public and approval from the AAA Advisory Council on the development, implementation and administration of the Area Plan through a public process, which should include, at a minimum, a public hearing prior to submission of the Area Plan to DHS. The AAA shall publicize the hearing(s) through legal notice, mailings, advertisements in newspapers, and other methods determined by the AAA to be most effective in informing the public, service providers, advocacy groups, etc.

\_\_\_\_\_  
Date  
Social Services Division

\_\_\_\_\_  
Brenda Durbin, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Olson, Chair  
Aging Services Advisory Council

**Clackamas County**

Commissioner: Tootie Smith, Chair  
Commissioner: Sonya Fischer

Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Mark Shull

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rodney Cook, Interim Director  
Health, Housing & Human Services Dept.



Social Services Division

**Older Americans Act Area Plan  
2021-2025**

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Clackamas County Social Services  
**2021-2025 Area Plan**

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## Section A - Area Agency Planning and Priorities

### A-1 Introduction

Clackamas County Social Services (CCSS) is a division of the Clackamas County Health, Housing and Human Services Department, which also includes Behavioral Health, Children, Families and Community Connections, Community Development, Health Centers, Housing Authority, and Public Health divisions.

CCSS was created through the merger of the county's Area Agency on Aging and its Community Action Agency in the spring of 1982. The Area Agency on Aging (AAA) and the Community Action Agency (CAA) combine advocacy, program coordination, and development activities with social service programs to provide opportunities and services for the older adults, people with disabilities, people with low incomes, rural residents, and communities of color in Clackamas County. In addition to being an AAA and a CAA, CCSS operates the county's Developmental Disability Program and Veterans Service Office, as well as the Volunteer Connection, a program that engages residents in meaningful volunteer work providing essential services including transportation, money management support, healthcare insurance education, senior companionship, and family caregiver support.

The goal of the AAA is to provide services, supports, and information that allow older adults (and in some cases depending on program guidelines, younger persons with disabilities) to live independently in the community of their choosing. This is done by delivering direct programming, contracting with community organizations to deliver services, and engaging in regional collaboration and planning efforts. The primary planning document that is used by CCSS to guide its AAA work is the Area Plan.

The Area Plan describes how CCSS will meet the needs of older adults and persons with disabilities living in Clackamas County. It includes demographic information, results of a needs assessment, and specific goals and activities for a number of areas that are critical to the population, including Caregiver Services, Transportation, and Legal Services. One additional area of focus for the agency and the Aging Services Advisory Council is the creation of Age Friendly Communities.

The Clackamas County Board of County Commissioners appoints the Aging Services Advisory Council (ASAC). ASAC consists of representatives of the general public who reside, work, and/or serve those who live within the boundaries of Clackamas County. Over 50 percent of ASAC members are aged 60 and older.

Purpose of ASAC is to:

- Serve as an advisory body to the Director of the Clackamas County AAA
- Advise the Clackamas County AAA on all matters relating to the development and administration of the Clackamas County Area Plan, advise the AAA on Area Plan operations conducted under the Plan, and provide input on other areas of importance to the older adult population
- Review all requests for Clackamas County AAA Older Americans Act funding and make the findings of the AAA Advisory Council known to the applicant, the County, and the State

- Evaluate the effectiveness of programs funded under the Clackamas County Area Plan and seek the advice of service recipients, the general public, and service providers on services needed and how to improve existing services
- Advocate for maintenance and improvement of existing services and for the creation of additional needed services for older adults living in Clackamas County

### **Service Delivery Network**

Clackamas County is a large and geographically diverse county, spanning 1,879 square miles and comprised of 16 incorporated cities and towns, as well as numerous unincorporated communities. The more urbanized northern section of the county contrasts sharply with the rural and frontier southern and eastern portions. To serve older adults residing in all areas of the county, CCSS uses a single entry approach, working with a comprehensive network of 10 senior, adult or community centers to ensure that every older adult in the county has easy access to information and services. In 2010, Clackamas County launched the Clackamas Resource Connection, an Aging and Disability Resource Center (ADRC), to provide additional services for all county residents. In 2013 the Clackamas Resource Connection became part of the regional Metro Aging and Disability Resource Connection and was renamed the Clackamas Aging and Disability Resource Connection.

In addition to the services and programs offered by CCSS and the 10 senior centers, the service delivery system in Clackamas County includes the Senior Citizens Council, Clackamas County Behavioral Health, four branch offices of the State Department of Human Services/Aging and Persons with Disabilities (DHS/APD), the Senior Community Service Employment Program (Title V), and Legal Aid Services of Oregon. CCSS has contractual relationships or active MOUs with all of these organizations.

### Focal Points

Nine of the 10 senior centers are classified as Focal Points. Focal Points operate five days a week for a minimum of 32 hours per week and adhere to the Clackamas County Policy on Aging (available in Attachment K). Focal Points combine people, services, and activities. The typical Focal Point offers meals three to five times a week, information and assistance, community outreach, client assessment, transportation, social services, legal counseling, health promotion activities, recreation, and social programs. The Focal Points in Clackamas County are:

- Canby Adult Center
- Estacada Community Center
- Gladstone Senior Center
- Lake Oswego Adult Community Center
- Milwaukie Center
- Molalla Adult Community Center
- Pioneer Community Center
- Sandy Senior and Community Center
- Wilsonville Senior Center

***COVID-19 Pandemic Response:*** When the COVID-19 pandemic hit Oregon, all 10 partner adult community centers in the county closed to the public effective March 16, 2020. The senior centers worked with CCSS to quickly adapt programming to meet center participant needs under the restricted conditions. Congregate meal program participants were offered the option to receive home-delivered meals. Due to concerns about the risk of older adults accessing grocery

stores, several centers assisted residents with grocery shopping. The residents purchase groceries on-line or over the telephone, and the center sends staff to the store to pick up the order and deliver it to the resident at their home. Centers also coordinated delivery of free food box delivery for low-income older adults.

At the onset of the pandemic, center staffs created call lists of program participants. Center staff are conducting weekly or bi-weekly welfare/reassurance calls based on these lists to ensure that program participants' needs are being met, thus ensuring regular contact with vulnerable older adults. Several centers have also launched virtual programming, including fitness classes and lunchtime socialization sessions.

CCSS will continue to work with the senior centers to evolve the service delivery system in response to the ongoing impacts of the COVID-19 pandemic, as well as during the shift to a post-pandemic service delivery model.

***Preparing for Future Disasters and Emergencies:*** The COVID-19 pandemic has highlighted the disproportionate impact that many disasters and emergencies have on those least able to prepare, respond and adapt. This includes older adults, people with disabilities, rural residents, communities of color, and households with low incomes. We also know that climate change will increase the severity and frequency of disasters, like the wildfire conflagration that impacted Clackamas County in the summer and fall of 2020.

The Clackamas County Aging Services Advisory Council will continue to advocate with county officials to ensure that the most vulnerable residents have easy access to information and resources that will help them prepare for and survive future disasters and emergencies.

#### CCSS programs operating under the auspices of the AAA

- **Clackamas Aging and Disability Resource Connection** – Connects older adults, persons with disabilities, their families and caregivers, with information about needed services and supports
- **Oregon Project Independence (OPI)** - assists people who are not financially eligible for Medicaid in living independently in their homes (a state funded program)
- **Options Counseling** – Supports individuals, families and support networks in developing informed long-term care plans
- **Care Transitions** – Reduces the number of preventable hospital readmissions by providing evidenced-based transitions for persons being discharged from hospitals

#### Volunteer Connection Programs

- **Family Caregiver Support (FCSP)** – Assists unpaid family caregivers by providing information, support and respite
- **Transportation Reaching People (TRP)** – Provides transportation to older adults and persons with disabilities to medical, shopping, work, and other vital appointments
- **Retired Senior Volunteer Program (RSVP)** – Helps older adults stay active and engaged in their communities through volunteer services
- **Senior Companion Program (SCP)** – Provides stipends to low-income older adults so they can maintain independence while providing companionship and support to other older adults.

- **Senior Health Insurance Benefits Assistance (SHIBA)** – Educates Medicare beneficiaries about their health insurance benefits
- **Money Management** – Assists older adults and adults with disabilities who need help with budgeting, balancing checkbooks, and bill paying

#### Community Action Programs

- **Energy Assistance** – seniors and persons with disabilities are prioritized populations for this program, which assists low-income households to pay their utility bills. In FY 2019-20, 46.66 percent of all individuals served in the program were over the age of 60 and/or had a disability.
- **Housing Programs** – Nine programs provide housing assistance and case management for individuals and families experiencing homelessness.
- **Housing Rights and Resources** – a partnership between CCSS, Legal Aid Services of Oregon, and the Fair Housing Council of Oregon providing assistance with fair housing and landlord tenant issues as well as general and low-income housing resources.

#### Regional Programs

- **Older Adult Behavioral Health Initiative** - In early 2015, the Oregon Health Authority launched the Older Adult Behavioral Health Initiative. This initiative examines the current systems for delivering behavioral health services to older adults and people with disabilities. The goal of the initiative is to increase access to care and services through more effective multi-system collaboration and coordination through a well-trained workforce with competencies in older adult behavioral health.

#### Senior Programs Operating in Clackamas County Not Provided by CCSS

- **DHS/APD** – Provides Medicaid Long Term Care services and Adult Protective Services
- **Senior Citizens Council** – Provides guardianship and guardianship diversion services and case management
- **Legal Aid Services of Oregon** – Provides legal services to low-income seniors
- **Senior Community Service Employment Program** – Assists low-income people over the age of 55 with skill training and job search activities

#### Services to Younger Persons with Disabilities

Several programs operated by CCSS serve younger persons with disabilities. These include the ADRC and Housing Rights and Resources Information and Referral lines, TRP (Transportation Reaching People), SHIBA, and Money Management. CCSS also operates the Developmental Disabilities program for people with intellectual/developmental disabilities.

#### **Coordination and Planning**

Coordination and planning among all providers of services to older adults in Clackamas County occurs in a number of venues, both ongoing and ad hoc.

The Clackamas County Transportation Consortium is a partnership between the County's transportation services and senior and community centers that focuses on providing rides specialized to the needs of seniors and persons with disabilities in their service areas. The Consortium receives an average of \$1.2 million annually to fund transportation services. Services provided include transportation to congregate meals, shopping, medical appointments

and other activities that allow seniors to age in place in their homes and their communities. The Consortium meets on a quarterly basis and frequently includes other partners, such as Ride Connection and rural transit providers.

The CCSS Administrative Services Manager and the Aging and Disability Services Contract Specialist meet quarterly with all aging services contractors to review changes to program requirements, coordination of services, and to share best practices.

The Client Service Coordinators at all Senior Centers are required to attend at least four of the bi-monthly Information and Referral Networking meetings and meet as a group after the I&R meetings two or three times a year to share best practices and staff cases.

CCSS maintains a strong working relationship with the local DHS/APD offices. The APD District Manager regularly attends ASAC meetings. Staff new to the APD offices are invited to meetings that orient them to the services offered by the county. To further coordination of services and referrals, the two agencies have a Memorandum of Understanding for Gatekeeper Referrals and Adult Protective Service calls.

CCSS and APD participate in a regional forum that brings together staff from Health Share, one of the Coordinated Care Organizations that operate in the region, the Area Agencies on Aging serving the region, the four DHS/APD offices serving the region, and the Behavioral Health agencies that serve the region. Memorandums of Understanding are in place with Health Share. Trillium, the new Coordinated Care Organization serving the region has yet to join the MOU.

The Adult Center Liaison sub-committee of the Clackamas County ASAC regularly reviews and comments on nutrition services provided by contractors and reports its findings to the full council at the annual council training.

Any person seeking additional information on the Area Plan, or with any questions related to the programs and services operated by Clackamas County Social Services, can contact the agency director, Brenda Durbin, at 503-655-8640.

## **A-2 – Mission, Vision, Values**

### Clackamas County Social Services Mission Statement

The mission of the Clackamas County Social Services Division is to provide case management, financial support, information and referral, meaningful opportunities, and advocacy services to older adults, people with disabilities, Veterans, low income, and houseless person so they can meet their basic needs, receive benefits they have earned, have choice in their life decisions, and successfully engage in their community.

### Clackamas County Social Services Mission Implementation

The Social Services Division strives to achieve its mission by providing quality services and meaningful opportunities for elderly, disabled, and low-income residents of Clackamas County. Through citizen participation and the efforts of the boards, staff, and volunteers, we recognize the importance of planning and coordinating with other agencies and organizations, and the importance of developing new programs and approaches to effectively meet identified needs. Finally, we recognize the vital role of advocacy. Individual advocacy helps to guarantee rights and ensure access. System-wide advocacy - on the local, state, and federal level - helps to ensure a broad focus on the important issues affecting the populations we are committed to serve.



### Clackamas County Social Services Values Statement

All participants (clients; board, committee and task force members; volunteers; paid staff; contract agencies and other organizations; and the general public) shall be treated with dignity and respect.

Anticipation, responsiveness, and innovation are expected in working with each other on the needs of the elderly, disabled, and low-income people of Clackamas County. An open environment, one that is non-bureaucratic and accessible is expected; participants will have every opportunity to be involved in decision making (except as it relates to legitimate confidential matters).

Each new employee is invited to attend a meeting with the agency director where the Mission and Values statements are reviewed and discussed. It is expected that every member of the staff adheres to these values at all times. A piece of the Values Statement has been memorialized in the agency's office by a painting, created by a former staff member, with the words "Everyone will be treated with dignity and respect" in three languages; English, Spanish and Russian.

The agency has also prominently posted "Safe Space" signs in all public areas, indicating that people from all backgrounds, all gender identifications, and all sexual orientations are welcome in the agency.

### **A-3 Planning and Review Process**

#### **Needs Assessment**

CCSS conducted a comprehensive community needs assessment from late fall 2018 through fall 2020. In collaboration with other social service agencies, adult community centers, and ASAC members, CCSS documented individual and community needs, service gaps, and opportunities to improve county communities. The information gathered was used by CCSS staff and ASAC members to develop all aspects of this Area Plan.

Components of the needs assessment included:

- A **survey** documenting the experiences, perceptions and needs of older adults, persons with disabilities, caregivers and social service staff (offered on paper and online in English, Russian and Spanish).
- **Focus groups** with targeted older adult populations, including caregivers, Russian-speaking residents (held in Russian), residents living in rural areas of the county, and the LGBTQ community.
- **Listening sessions** hosted in collaboration with the Asian Health and Services Center and held in Cantonese, Korean, Mandarin, and Vietnamese.
- A **listening session** with attendees at the Governor's Commission on Senior Services public meeting held in West Linn, OR on June 13, 2019.
- **Analysis of data** from multiple sources including the U.S. Census Bureau, Oregon Department of Human Services, Clackamas County ADRC, 211 info, Feeding America, Partnership for a Hunger Free Oregon, Oregon Hunger Task Force, Healthy Columbia Willamette Collaborative, Clackamas County Coordinated Housing Access.
- A **review of Clackamas County reports and data**, including annual CCSS program reports, 2019 Point-in-Time Count, Clackamas County Community Survey, Housing Affordability & Homelessness Needs Assessment, Blueprint Clackamas ([www.blueprintclackamas.com](http://www.blueprintclackamas.com)).

Paper versions of the survey tool were distributed widely in the community – at senior centers, libraries, affordable housing complexes for older adults, health centers, local state APD offices, a

Latino community-based service center and other locations. Wide community distribution was emphasized and a phone-in option was provided for anyone who needed assistance in completing the survey to garner responses from people with no computer access, limited vision or other disabilities, as well as people with limited English proficiency, which could make the online survey difficult to complete. A link to the online survey tool was posted on county social media platforms and distributed via county and community partner email distribution lists, including a distribution list to area faith-based communities. In all, 729 surveys were completed.

The focus groups were held with family caregivers, Russian-speaking residents, rural residents and members of the LGBTQ community to ensure input from these traditionally underrepresented resident groups. Information gathered from listening sessions held in 2017 with Korean, Chinese and Vietnam speaking residents was incorporated into analysis and planning activities. Efforts to ensure that the needs of Latino community members are reflected in the Plan included offering the survey in Spanish, engaging a Latino community based service center in distributing surveys and analyzing data collected through an equity lens. Multnomah, Washington and Clackamas counties collaborated to reach out to the Native American community to assess their specific needs.

### **Scope of Need**

The community needs assessment found common challenges for older adults and persons with disabilities in both urban and rural communities in the areas of transportation, housing, food security and social inclusion. Poverty is an underlying cause of housing-related and food insecurity issues, and under-funded public transportation systems are creating challenges for many in accessing services and community life. All of these needs have a significant impact on county residents' ability to remain living independently in the community of their choosing.

**Transportation:** Survey and focus group participants described the need for greater transportation options, both in rural and urban communities. This was especially true for non-medical transportation such as running errands, attending cultural events or visiting friends. Evenings and weekends were the times of greatest need. Many said there were places they wanted to go but simply couldn't for lack of public transportation.

Key findings from the survey included: When driving is no longer an option, respondents anticipate using public transportation, relying on family, and using driver networks, such as Uber, to get around. And yet only 51 percent believe transportation is available that allows them to get together with family and friends. When considering changes that could improve quality of life, transportation-related changes were the second most commonly mentioned. Overall, survey results indicate that while the majority of people expect they will depend on public transportation at some point, they don't believe the resources will be adequate to help them when they need it.

**Housing:** Two main issues related to housing were identified through the needs assessment: affordability and maintenance. *Housing affordability* has been a consistent problem in the county. For the past three years, housing assistance has been the top issue expressed by Clackamas County residents age 65 years or older contacting 211 Info for resource referral. Analysis of the Clackamas County Coordinated Housing Access Line waitlist showed that the number of people age 62 years or older on housing waitlists increased from 114 in November 2018 to 161 in November 2019. Further, the cost of housing was a main concern of survey respondents, with only 29 percent reporting that their current rent/mortgage is affordable and will be so in the future. This compares to 60 percent of respondents in the 2016 Area Plan community needs assessment.

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Another high concern of survey respondents and focus group participants was **home maintenance**. This includes home modifications to promote safety, minor home repairs and yard work. When considering changes that could improve quality of life, survey respondents listed home maintenance/modification changes the most. Further, home maintenance assistance was the service respondents anticipated needing the most in the next five years, with 36 percent of respondents “very likely” and 35 percent “somewhat likely” to use this service. Focus group participants, especially family caregivers, expressed difficulty in finding assistance in making needed safety improvements. Cost of services was a major barrier.

**Food Security:** Like energy and rental costs, food prices can present a disproportionately high cost for low-income people. The community survey found that 48 percent of respondents with incomes at or below \$32,600 per year reported sometimes to always not having enough to eat, as did 44 percent of respondents who had a disability, and 41 percent of respondents who identified as a person of color. This compares to 28 percent of all respondents.

Many older adults rely on home delivered meals, as well as congregate meals at senior centers, of which 231,215 were served to 2,453 residents in fiscal year 2018-19. However, only 40 percent of eligible older adults are using the Supplemental Nutrition Assistance Program to address their nutritional needs, as compared to 72 percent of all eligible Clackamas County residents, (Oregon Hunger Task Force 2019 Clackamas County Fact Sheet).

As the community survey indicates, persons with disabilities are at risk of food insecurity, and they are more likely to suffer from chronic conditions that are made worse by poor nutrition. The US Census Bureau reports that 11.52 percent of Clackamas County residents, 43,647 people, have a disability, and 34 percent of individuals with a disability are over the age of 65.

As in other areas, people of color are hardest hit by food insecurity due to income disparities. There are more than 50 food pantries throughout the county, however, many have limited hours and transportation to them can be a barrier for individuals without access to reliable transportation. The availability of culturally specific foods at food pantries is also limited.

**Social Isolation:** In Clackamas County, 42,125 households include someone who is 65 years or older. In 40.4 percent of these households the older adult lives alone. About 9.5 percent of residents who are 65 years and older do not have a computer in their home, and 7.7 percent of those who do have a computer don’t have access to the internet. This rate was mirrored in the needs assessment survey, where 9 percent of respondents reported not having access to the internet. These factors can contribute to social isolation, especially during situations similar to the current COVID-19 pandemic that is requiring physical distancing.

Prior to COVID-19 and the stay at home orders, 59% of survey respondents reported feeling lonely at least sometimes. Respondents who reported having a disability were more likely to report feeling lonely, as were respondents who did not have transportation available to get together with family and/or friends. Loneliness is known to negatively impact physical and mental health, thus decreasing a person’s ability to live a quality life.

### **Review Process**

The Aging Services Advisory Council provided input throughout the development and implementation of the community needs assessment and during the creation and review of the Area Plan. The Board of County Commissioners is responsible for adopting the Area Plan in Spring 2021.

An ad-hoc subcommittee of ASAC members met three times to identify key areas of information needed to inform programming, to review the previous Area Plan survey tool and to develop the survey tool for use in 2019. Many questions from previous survey were used again to provide insights into community trends. Several new questions were added to gather more specific information in key areas, including food security and transportation. The final survey tool was reviewed by ASAC at its April 2019 meeting. ASAC members suggested several survey distribution locations and disseminated the survey through their community networks.

After all needs assessment information was gathered, ASAC members met in small groups with agency staff to analyze the data by category – Age Friendly Communities, Behavioral Health, Elder Rights, Family Caregivers, Healthy Promotion, Housing, Information and Referral, Native American Services, Nutrition Services, Transportation and Volunteerism. ASAC members worked with staff to review programming, goals and outcomes and identify areas of focus and strategies for the 2021-2025 Area Plan.

ASAC reviewed the initial draft of this plan in December 2020 and identified areas needing further development. A public hearing was held virtually on Thursday, January 14, 2021, with 12 participants attending, including several ASAC members. ASAC made its final plan edits in February 2021 via email.

This plan aligns with the work of the county’s Community Action Board (CAB). The board is currently updating its Action Plan, which includes a needs assessment and gap analysis. One area of overlap between the needs of older adults, as defined in the Area Plan, and the needs of lower income residents, as defined in the Community Action Plan, is the need to ensure easy access to nutritious food.

#### **A-4 Prioritization of Discretionary Funding**

Clackamas County Social Services prioritizes discretionary OAA and non-OAA funding for programs and services that help people remain living with safety and dignity in the community of their choice. OAA IIIB dollars are sometimes used to fill the gap between what funding for a designated program, like Special Needs Transportation programs, can support and what the program actually costs to operate. The actual support for each program can change from year to year depending on the funding level for the core program. The flexibility of OAA title IIIB funds allows the agency to smooth out the ups and downs of other funding and create a more consistent service delivery system.

#### Non-OAA Discretionary Funding

##### County General Funds

One of the goals of the Clackamas County Board of Commissioners is to ensure that communities are safe, healthy and secure. In response to the needs of vulnerable older adults and persons with disabilities, the county’s Abuse Prevention Initiative includes funding for the Senior Citizens Council to serve an additional 25 people in their guardianship program.

#### Community Services Block Grant

The Community Services Block Grant (CSBG) is one of the core funding sources for Community Action Agencies. CSBG funds can be used to support any program that serves individuals whose income is less than 125 percent of the Federal Poverty Level. CCSS uses CSBG funds in the following program:

- ADRC Information and Referral
- Transportation Reaching People

- SHIBA
- Senior Companion Program
- Housing Programs

### Agency Fund Balance

CCSS utilizes an undesignated fund balance to support a variety of programs. The primary use of fund balance is to help cover increases in personnel costs. The fund balance available for this purpose has diminished over time.

### OAA Discretionary Funding

Programs funded by OAA IIIB discretionary dollars that are administered directly by CCSS include ADRC Information and Referral, Options Counseling, Transportation Reaching People, SHIBA, and Senior Companion.

OAA IIIB dollars are also subcontracted to 10 senior centers operating in Clackamas County. Services offered by our contractors include: Case Management, Reassurance, Information & Assistance, Transportation, Guardianship, Legal Assistance, and Public/Community Outreach.

### **Waitlists**

Currently CCSS operates one AAA program Oregon Project Independence that maintains a waiting list: Oregon Project Independence.

*Oregon Project Independence (OPI)*– Current clients will be prioritized for OPI services when these services are needed in order for the recipient to maintain their independence and safety. New clients are added to the program as capacity and budget allows.

When OPI budget constraints do not allow for the immediate start of in-home services consumers will be placed on a waiting list. Prioritization of services is based on the state standardized OPI Risk Tool (SDS 287J) that measures the risk for out-of-home placement. Consumers with the highest risk scores are given priority on the waiting list. In July 2020, there were 459 individuals on the OPI waiting list.

All consumers placed on the OPI waiting list are offered Options Counseling services to assist them in exploring alternative options to meet their stated needs and preferences.

### **Potential Changes in Service Levels**

The Clackamas County 2021-2025 Area Plan does not include any specific program reductions. However, over the course of the four-year period covered by the Plan, program reductions may need to occur. The impact that the COVID-19 pandemic will have on federal, state, and local resources is unclear, and may result in a reduction in funding.

In the face of these challenges, the agency will continue its ongoing efforts to secure new funding. At the same time, the agency will analyze the impact of funding changes on its program so that, if program reductions are necessary, they will be done in a way that will minimize impact to vulnerable people.

### **Process for Determining Priority Services**

#### Criteria

Programs that serve older adults who:

- Have incomes under 185 percent of Federal Poverty Level

- Have a physical or mental disability
- Are culturally, geographically or socially isolated
- Are members of a community of color or other underserved community
- Encounter language barriers; and
- Programs that support independent living

These criteria are based on the priority populations as described in the Older Americans Act and reflect the rural nature of Clackamas County. The overall goal of all OAA funded programs is to help people live independent, socially connected lives.

Factors influencing the prioritization of services include the need to maintain existing, high functioning programs and those that leverage other funding sources including Community Services Block Grant (CSBG) and Corporation for National and Community Service (CNCS).

## Section B – Planning and Service Area Profile

### B-1 Population Profile

#### Demographic Overview

*The population of Clackamas County is aging and steadily increasing in racial and ethnic diversity. More older adults are living in poverty, employed, and living with at least one disability.*

The county’s fastest growing population segment is adults age 60 years and older. Between 2010 and 2018, the number of residents age 60 years and older increased by 40 percent or 28,202 people and accounted for 80 percent of the overall population growth in the county.

Population forecasts indicate that the trend of significant growth in the older adult population will continue through 2045, resulting in older adults making up an increasingly larger portion of the county’s overall population. Further within the 60 years and older population segment, the county will experience an upward shift in the number and percentage of residents 85 years or older – from 8.2 percent in 2018 to 17 percent in 2045 or an additional 18,539 residents age 85 years or older (US Census Bureau and Portland State University Population Research Center). This is significant because resident 85 years and older tend to be more vulnerable and require more robust services to continue to thrive and maintain independence.

Overall, Clackamas County residents are predominantly white (82.3 percent). For those 60 years and older, 92.2 percent identify as white alone, not Hispanic/Latino. However, the county’s population is steadily increasing in diversity. Since 2010, the percentage of Hispanic and Latino residents aged 60 and older has increased from 1.7 percent to 2.7 percent in 2018 and those identifying as a race or ethnicity other than white has increased from 6.1 percent to 7.8 percent.

While the overall percentage of county residents living below the federal poverty line has declined since 2010, the percentage of residents aged 60 and older living in poverty has increased by 68 percent from 4,139 to 6,920 in 2018.

Countywide, the number of people living with a disability increased 2.9 percent since 2014. The number of people living with a disability within the 60 years and older age group increased by 9 percent from 24,472 to 26,706. The percentage of this age group who live with a disability is 27.4 percent.

#### Demographic Trends in Tables

##### **Total Population in Clackamas County**

2013 Area Plan	2016 Area Plan	2021 Area Plan
370,479	384,697	405,788

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014, and 2014-2018)

##### **Older Adult Population by Age Grouping in Clackamas County**

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Ages 60 to 64	22,177(6%)	27,473 (7.1%)	29,278 (7.2%)
Ages 65 to 74	25,358 (6.8%)	33,516 (8.7%)	42,313 (10.4%)
Ages 75 to 84	15,312 (4.1%)	16,193 (4.2%)	18,688 (4.6%)
Ages 85 years +	7,310 (2%)	7,725 (2%)	8,080 (2%)
<b>Ages 60 to 85 years+</b>	<b>70,157</b>	<b>84,907</b>	<b>98,359</b>

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

### Population (all ages) by Race Alone (Percent)

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Black or African American	0.7%	1.0%	0.9%
Native American or Alaska Native	0.6%	0.6%	0.8%
Asian	3.4%	4.1%	4.2%
Native Hawaiian or Other Pacific Islander	0.3%	0.3%	0.3%
White	89.6%	88.6%	88.0%
Some Other Race	1.8%	2.4%	2.0%
Two or More Races	3.5%	3.1%	3.8%

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

### Population Age 60+ by Race Alone (Percent)

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Black/African American	0.5%	0.5%	0.5%
Native American/Alaska Native	0.4%	0.6%	0.5%
Asian	2.4%	2.9%	2.9%
Native Hawaiian/Other Pacific Islander	0.1%	0.0%	0.2%
White	95.1%	94.6%	94.2%
Some Other Race	0.4%	0.5%	0.4%
Two or More Races	1.0%	0.9%	1.3%

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

### Population (All Ages) by Ethnicity Alone, Percent

**Note:** Hispanics may be of any race, so also are included in applicable race categories.

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Percent Hispanic/Latinx	7.3%	8.0%	8.5%
Percent White Alone, Not Hispanic/Latinx	92.7%	92.0%	91.5%

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

### Population Age 60+ by Ethnicity Alone, Percent

**Note:** Hispanics may be of any race, so also are included in applicable race categories.

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Percent Hispanic/Latinx	1.7%	2.2%	2.7%
Percent White Alone, Not Hispanic/Latinx	93.9%	93.0%	92.2%

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

### Population Aged 65+ in the Workforce

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Percentage Employed	15.6%	16.7%	17.4%

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

### Population with Any Disability by Age Group

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Under Age 18	5,200	3,874	3,331
Age 18-64	23,249	22,211	22,045
Age 65+	18,717	19,692	22,071

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)



## Over 60 population in the rural Census Tracts of Clackamas County

2013 Area Plan	2016 Area Plan	2021 Area Plan
15,297	16,127	21,477

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

## People 65 Years or Older Who Speak a Language other than English at Home

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Spanish or Spanish Creole	724	915	862
Indo-European Languages	1,275	1,388	2,164
Asian or Pacific Island Languages	879	1,063	1,292
Other Languages	152	182	146

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018)

## Population Below 100% Federal Poverty Level – Total and 60 and Older

	2013 Area Plan	2016 Area Plan	2021 Area Plan
Total Population in Poverty	33,187 (9.0%)	37,031 (9.7%)	34,195 (8.5%)
60 Years + in Poverty	4,139 (5.9%)	5,603 (6.6%)	6,938 (7.1%)

(Source: U.S. Census American Community Survey, 2006-2010, 2010-2014 and 2014-2018, percentage of Population for whom poverty status is determined)

## Food Insecurity Rate (General Population)

2016 Area Plan	12.47%
2021 Area Plan (Pre-COVID)	9.1%
2021 Area Plan (COVID Impact)	14.1%

(Source: Feeding America, [www.feedingamericaaction.org](http://www.feedingamericaaction.org))

## Households with No Motor Vehicles

	2013 Area Plan	2016 Area Plan	2021 Area Plan
All Households	8,008	6,835	8,062
Households with member 65 Years+	4,099	4,088	4,296

(Source: US Census Bureau American Community Survey 2010-2014 and 2014-2018 estimate)

## Data Related to Scope of Need Areas

**Transportation:** More than 8,000 households in the county do not have a motor vehicle, including close to 4,300 households with a member who is 65 years or older, and an estimated 14 percent of the county's population is without public transportation. Lack of access to a personal vehicle, combined with a fragmented and incomplete public transportation system, means that many older adults and adults with disabilities living in the county do not have reliable transportation.

**Housing:** 211 Info reports show that between July 1, 2018 and June 30, 2019, it had 644 contacts with Clackamas County residents who were aged 65 years or older. Of the 1,055 individual needs expressed during these contacts, 29 percent or 304 were housing related, including help seeking low-income/subsidized rental housing, assistance with rent payments, housing search, rental deposit assistance and temporary or emergency shelter. The Aging and Disability Resource Connection assists community members with a variety of social service concerns. Between November 2019 and October 2020, 48 percent of the callers with housing needs such as finding a homeless shelter, rent assistance, or home repairs, were over age 70.

**Food Insecurity:** According to the *2019 Status of Hunger in Clackamas County* report prepared by the Oregon Hunger Task Force, 43.9 percent of those experiencing food insecurity do not qualify for federal nutrition assistance, including Supplemental Nutrition Assistance Program (SNAP). Further, for county residents 65 years and older, it is estimated that 60 percent of those eligible for SNAP are not accessing the benefit.

## **B-2 Target Populations**

CCSS is committed to providing high quality services for older adults, people with disabilities and low-income residents of Clackamas County. It strives to ensure that people from all backgrounds and cultures understand the services available from Social Services, feel welcome, and chose to participate in the services they need. Based on an analysis of Clackamas County population trends and service usage data and input gathered from residents during the community needs assessment, CCSS has identified several groups to target for services. In addition to low-income residents, these include individuals with limited English proficiency, especially Russian and Spanish speakers; older adults from communities of color; older adults who identify as lesbian, gay, bisexual, transgender and/or queer; and residents who live in rural parts of the county.

CCSS uses a variety of strategies to engage its target populations in services, including the following:

**Community Outreach:** Prior to the COVID pandemic, CCSS staff conducted general and targeted community outreach to ensure that all interested seniors, persons with disabilities, and their caregiving networks are aware of available services. ADRC staff regularly attended health and information fairs where information on services to seniors is made available. This includes providing information at events that area well attended by specific targeted groups, such as the Gay and Gray Expo, Portland Pride, the Clackamas County Latino Festival, and Clackamas County Compassion Events. In addition, ADRC staff also host a bi-monthly Information and Referral networking meeting (now virtual), where community members and partners can learn about programs and services available in the community. Community-based partners serving targeted populations, including culturally specific service providers, are included in these networking events. Future outreach events will be responsive to the COVID environment and will evolve as the situation changes. As this will likely mean more virtual events, the agency will need to create strategies to serve people without computer hardware or internet access.

**Rural Access:** CCSS partially funds a network of 10 senior centers that provide services throughout the PSA. Situated in all parts of the county, these centers provide rural and urban residents alike with more local access to older adult services. See delivery network description in Section A for more details.

**Service Equity Analysis:** Each year, CCSS analyzes the participant demographics of all division programs to identify any program usage disparities based on race or ethnicity. CCSS compares program participant demographics with the demographic profile of county residents living in poverty. For older adult programs, participant demographics are also compared with the race/ethnicity profile of county resident 65 years and older who are living in poverty. When a statistically significant difference is found, the program strategizes ways to more effectively serve the underrepresented population. For example, this analysis has found that the percentage of Asian program participants is lower than the percentage of Asian older adults age 65 and older who are living in poverty. In response to this outcome, CCSS worked with the Asian Health and Family Center to host four listening sessions – one each in Cantonese, Mandarin, Korean and Vietnamese – to learn directly from members within these Asian communities about their needs

and barriers to participation. Program adjustments were then made to facilitate greater access through materials translation and wider distribution.

In addition to program participation, customer satisfaction surveys are distributed to program participants. This information is analyzed annual to ensure that there are no disparities based on race and ethnicity in the program participant experience.

**Staff Training:** ADRC staff receive ongoing training on current issues in aging and disability and service delivery best practices. Topics include Options Counseling, Assertive Engagement, Trauma Informed Stewardship, Medicaid, Dementia-Capable Training, abuse prevention, equity and inclusion (foundational principles, historical structural barriers, implicit bias, micro-aggressions, and bystander intervention), and effective use of language interpretation. All ADRC Information and Referral staff are AIRS certified. Robust staff training ensures that all staff members have the tools and resources they need to provide culturally responsive services to all program participants.

**Collaboration:** CCSS actively collaborates with other county programs, community-based partners and other ADRCs to share information and work together to best serve county residents. For example, the ADRC has connected with Bridging Cultures, a community-based organization in Canby, to increase awareness and make connections within the Latino community. Another example is the Loneliness Task Force, a group made up of community partners, county behavioral health staff and CCSS staff who meet regularly to strategize ways to address social isolation in the community and share information about resources and opportunities.

As part of the Metro Aging and Disability Resource Connection (ADRC), which coordinates ADRC activities throughout the Portland Metro region, Clackamas County ADRC also taps the expertise of its peer services provides. This group works together to advocate for the needs of older adults in the Portland Metro region, as well as identify and implement best practices.

### **Other Specific Targeted Groups**

*Seniors and persons with disabilities who are at risk of institutionalization* are served by the ADRC, Oregon Project Independence (OPI), the Family Caregiving Support Program, Senior Companion Program and the Money Management Program. Home delivered meals provided by senior centers, and guardianship services provided by the Senior Citizens Council, also serve seniors who are at risk of institutionalization. These services are funded in part by CCSS.

*Older Native Americans-* Prior to the onset of the COVID-19 Pandemic, AAAs in the Portland Metro region embarked on a regional *needs* assessment specific to the Native American populations. The team, including CCSS's ADRC Program Manager, is working with organizations serving and led by Native Americans to identify the needs of their older adult population and develop strategies to most effectively meet those needs. As the Pandemic wanes in 2021, these efforts will begin again.

### **B-3 AAA Administration and Services:**

CCSS, as the designated Area Agency on Aging for the Clackamas Planning and Service Area (PSA), administers federal, state and locally funded programs. CCSS provides some services directly and contracts with local organizations for others. All services are administered through the central administrative office located in Oregon City at the Clackamas County Public Services Building. Direct services are also provided from this location, though currently all services are provided remotely due to the COVID 19 pandemic.

An overview of unique services offered through the Clackamas County AAA is described below. Please see section A1 for more detail on programs and services offered by Clackamas County Social Services.

#### Aging and Disability Resource Center and Information and Referral

The Metro Aging and Disability Resource Connection (ADRC) provides focused, intensive one-on-one information and referral services to older residents of the county seeking assistance. The ADRC also serves persons with disabilities, along with family members and caregivers. The Metro ADRC is a collaboration between the Area Agencies on Aging, Independent Living Resource, and the state Department of Human Services/Aging and Persons with Disabilities offices serving Clackamas, Columbia, Multnomah and Washington counties. The work of the Metro ADRC is guided by an Operations Council. The purpose of the Operations Committee is to provide a forum for all ADRC participants to discuss the high-level aspects and system-wide issues in the Metro ADRC Consortium's work; review existing and proposed ADRC policies and procedures; and share appropriate information in a public setting and in a transparent manner. In addition to providing comprehensive Information and Referral services, the ADRC includes the Oregon Project Independence Program (OPI), Options Counseling and Care Transitions. The ADRC team includes one Spanish-speaking staff member. ADRC staff makes regular presentations at information and health fairs and hosts bi-monthly Information and Referral Networking meeting. Written I&R material is available in both Spanish and Russian.

#### Volunteerism

The Volunteer Connection program provides vital services to the citizens of Clackamas County through a dynamic collaboration between paid staff and volunteers. Through the use of 22 paid staff and more than 210 volunteers, the six programs in the Volunteer Connection portfolio serve more than 3,500 seniors and persons with disabilities in fiscal year 2019-20.

#### Planning and Coordination

CCSS facilitates the Transportation Consortium. The Consortium submits coordinated applications for Special Transportation Fund (STF) funding and discusses how to expand and better coordinate Special Needs Transportation in Clackamas County. Social Services' staff also participate in regional planning efforts including the Regional Transportation Coordinating Council and the STF Advisory Council. CCSS staff and Aging Services Advisory Council participate in county transportation efforts as well.

#### Protecting Vulnerable People

Social Services' staff and advisory committee members participate in the Multidisciplinary Team (MDT) sponsored by the District Attorney's office that focuses on prosecution, a more informal MDT with state DHS and other divisions with the county department of health, housing and human services that focuses on resolving issues, and an HS3 specific group that wraps services around clients to ensure stable housing. This approach is critical because often the most vulnerable people have multiple challenges, including mental and physical disabilities.

CCSS operates the largest volunteer run Money Management program in the state. This service ensures that the basic needs of at-risk clients are met while providing maximum independence. CCSS's SHIBA program is a recipient of a Medicare Patrol grant, which is designed to help prevent and identify Medicare fraud.

### Role in Disaster Response

As the year 2020 demonstrated, Clackamas County is vulnerable to a variety of disasters from wildfires to global health pandemics. Climate change threatens to increase the number of natural disasters and other challenges will undoubtedly arise. To ensure that CCSS and the county are as prepared as possible to respond effectively to any disaster, it must actively participate in both potential disaster planning and response implementation. Aging Services Advisory Council members participate on a variety of committees and task forces to ensure that the perspective of older adults is included in key discussions and planning. For example, ASAC members served on the County's Public Health comprehensive planning process Blueprint Clackamas and currently serve on the Public Health Advisory Committee. ASAC members are also following the work of the newly created Climate Action Planning effort to identify opportunities to participate in its work.

When disaster response is implemented, Social Services Volunteer Connection staff are the designated lead in establishing volunteer centers in the event of a disaster. I&R staff have a mandated role to play in mass care and shelter during disasters. Staff have been involved in the development of emergency planning documents for vulnerable populations and have participated on Emergency Operations Center subcommittees serving vulnerable populations during the recent COVID-19 pandemic. The County Social Services and Behavioral Health divisions have a Continuity of Operations Plan (COOP), which dictates how service delivery will be maintained in case of a disaster (see Appendix E).

### Funding Constraints

CCSS is able to operate a diverse set of programs by accessing over 80 separate funding sources, including federal, state, county and foundation funders. In part because of the diversity of funding sources, CCSS has been able to maintain a fairly stable array of programs over the years. A projected deficit in County General Funds may impact programs in the future.

### Details on Older American Act funded programs

The major programs/services administered by the AAA are described below. The numbers identifying each service correspond to the listing found in the Attachment C-Service Matrix & Delivery Method. For a detailed breakdown of which services funded under Older Americans Act (OAA) and Oregon Project Independence (OPI) are provided directly and which are contracted, see Section D-2.

## **OAA TITLE III-B FUNDED SERVICES**

**AREA PLAN ADMINISTRATION (Matrix #20-1)** - Area Agency administrative functions are required to implement the planned services, maintain required records, fulfill the requirements of federal regulation, state rules, and state unit policies and procedures; and to support the Advisory Council. Administration duties include such responsibilities as bidding, contract negotiation, reporting, reimbursement, accounting, auditing, monitoring, and quality assurance.

**AAA ADVOCACY (Matrix #20-2)** - Monitor, evaluate, and, where appropriate, comment on all policies, programs, hearings, levies, and community actions which affect older persons. Represent the interests of older persons; consult with and support the State's long-term care ombudsman program; and coordination of plans and activities to promote new or expanded benefits and opportunities for older persons.

**CASE MANAGEMENT (Matrix #6)** - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is 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. A unit of service is one hour of documented activity with the identified individual.

**TRANSPORTATION (Matrix #10)** - Transportation to older persons who are unable to manage their transportation needs independently. A unit of service is one one-way ride provided to an individual.

**LEGAL ASSISTANCE (Matrix #11)** - Legal advice or representation provided by an attorney to older individuals with economic or social needs, including counseling or other appropriate assistance by a paralegal or law student acting under the direct supervision of an attorney, or counseling or representation by a non-lawyer where permitted by law. Assistance with will preparation is not a priority service except when a will is part of a strategy to address an OAA-prioritized legal issue. Priority legal assistance issues include income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. Legal services may also include assistance to older individuals who provide uncompensated care to their adult children with disabilities and counsel to assist with permanency planning for such children. A unit of service is one hour of documented activity with the identified individual.

*Note: Legal assistance to family caregivers is to be reported as Matrix #30-7/#30-7a Supplement Services.*

**INFORMATION & ASSISTANCE (Matrix #13)** - A service that (a) provides individuals with information on services available within the communities; (b) links individuals to the services and opportunities that are available within the communities; (c) to the maximum extent practicable, establishes adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)). A unit of service is one documented contact with an individual.

**PREVENTIVE SCREENING, COUNSELING, AND REFERRALS (Matrix #40-3)** - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders. (OAA 102(a)(14) (A-B),(H)&(J).) A unit is one session per participant.

**GUARDIANSHIP/CONSERVATORSHIP (Matrix #50-1)** - Performing legal and financial transactions on behalf of a client based upon a legal transfer of responsibility (e.g., as part of protective services when appointed by court order) including establishing the guardianship/conservatorship. (Definition developed by AAA/SUA workgroup.) A unit of service is one hour.

**REASSURANCE (Matrix #60-3)** - Regular friendly telephone calls and/or visits to physically, geographically or socially isolated individuals to determine if they are safe and well, if they require assistance, and to provide reassurance. (Definition developed by AAA/SUA workgroup.) A unit of service is one documented contact with an individual.

VOLUNTEER RECRUITMENT (Matrix #60-4) - One placement means one volunteer identified, trained and assigned to a volunteer position. Definition developed by AAA/SUA workgroup. A unit of service is one placement.

OPTIONS COUNSELING (Matrix #70-2) - Counseling that supports informed long-term care decision making through assistance provided to individuals and families to help them understand their strengths, needs, preferences and unique situations and translates this knowledge into possible support strategies, plans and tactics based on the choices available in the community (based upon NASUA's definition.) A unit of service is one hour.

PUBLIC OUTREACH/EDUCATION (Matrix #70-10) - Services or activities targeted to provide information to groups of current or potential clients and/or to aging network partners and other community partners regarding available services for the elderly. Examples of this type of service would be participation in a community senior fair, publications, publicity campaigns, other mass media campaigns, or presentations at local senior centers where information on OAA services is shared, etc. A unit of service is one activity.

MONEY MANAGEMENT (Matrix #80-5) - Assistance with financial tasks for seniors who are unable to handle their personal finances. (i.e. banking transactions, paying bills, taxes, etc.).(Definition developed by AAA/SUA workgroup.) A unit of service is one hour.

### **OAA TITLE III-C AND NSIP FUNDED SERVICES**

HOME-DELIVERED MEAL (Matrix #4) - A meal provided to a qualified individual in his/her place of residence that meets all of the requirements of the Older Americans Act and state and local laws. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit of service is one meal delivered.

Note: 45 CFR 1321.69(b) states: The spouse of the older person, regardless of age or condition, may receive a home-delivered meal if, according to criteria determined by the Area Agency, receipt of the meal is in the best interest of the homebound older person. Refer to Section 3.b. of the OAA Nutrition Program Standards for additional eligibility requirements [www.oregon.gov/DHS/spwpd/sua/](http://www.oregon.gov/DHS/spwpd/sua/).

CONGREGATE MEAL (Matrix #7) - A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and state/local laws. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) Note: OAA 339(2)(H) permits AAAs to establish procedures that allow the option to offer a meal, on the same basis as meals provided to participating older individuals, to individuals providing volunteer services during the meal hours. OAA 330(2)(I) allows for meals to spouses of eligible participants and to individuals with disabilities regardless of age who reside in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided. Refer to Section 3.a. of the OAA Nutrition Program Standards for additional eligibility detail [www.oregon.gov/DHS/spwpd/sua/](http://www.oregon.gov/DHS/spwpd/sua/) .

NUTRITION EDUCATION (Matrix #12) - A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietician or individual of comparable expertise. (AoA Title III/VII Reporting Requirements Appendix – [www.aoa.gov](http://www.aoa.gov)) A unit of service is one session per participant.

### **OAA TITLE III-D FUNDED SERVICES**

**PHYSICAL ACTIVITY AND FALLS PREVENTION (Matrix #40-2)** - Programs based on best practices for older adults that provide physical fitness, group exercise, and music, art, and dance-movement therapy, including programs for multi-generational participation that are provided through local educational institutions or community-based organizations. Programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, and that have been shown to be safe and effective with older populations are highly recommended. (OAA 102(a)(14) E, D, F.) A unit is one class session.

**PREVENTIVE SCREENING, COUNSELING, AND REFERRALS (Matrix #40-3)** - Education about the availability, benefits and appropriate use of Medicare preventive health services or other preventive health programs. Health risk assessments and screenings, and preventive health education provided by a qualified individual, to address issues including hypertension, glaucoma, cholesterol, cancer, vision, hearing, diabetes, bone density and nutrition screening. Health information on on-going and age-related conditions including osteoporosis, cardiovascular diseases, diabetes, and Alzheimer's disease and related disorders. (OAA 102(a)(14) (A-B),(H)&(J).) A unit is one session per participant. Funding for this service ended during Year 1 of this Area Plan (7/1/16-6/30/17) on October 1, 2016.

### **OAA TITLE III-E FUNDED SERVICES**

**INFORMATION FOR CAREGIVERS (Matrix #15/15a)** - A service for caregivers that provides the public and individuals with information on resources and services available to the individuals within their communities. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov) A unit of service is one group activity.

**CAREGIVER ACCESS ASSISTANCE (Matrix #16/16a)** - A service that assists caregivers in obtaining access to the available services and resources within their communities. To the maximum extent practicable, it ensures that the individuals receive the services needed by establishing adequate follow-up procedures. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov) Note: Case management and information and assistance to caregivers are an access service. A unit of service is one documented contact with an individual.

**RESPIRE (Matrices #30-4 and 30-5/30-5a)** – 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. Respite care includes: (1) in-home respite (personal care, home care, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other non-residential program; (3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps. 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. A unit of service is one hour of service.

**CAREGIVER SUPPORT GROUPS (Matrix #30-6/30-6a)** - Peer groups that provide an opportunity to discuss caregiver roles and experiences and which offer assistance to families in making decisions and solving problems related to their caregiving roles. (DHS/SPD/SUA



definition) A unit is one session per participant.

CAREGIVER SUPPLEMENTAL SERVICES (Matrix #30-7/30-7a) - Services provided on a limited basis that complement the care provided by family and other informal caregivers. Examples of supplemental services include, but are not limited to, legal assistance, home modifications, transportation, assistive technologies, emergency response systems and incontinence supplies. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov) Note: Supplemental service priority should always be given to caregivers providing services to individuals meeting the definition of ‘frail’. A unit of service is one activity.

CAREGIVER COUNSELING (Matrix #70-2a/70-2b) - Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families). (AoA Title III/VII Reporting Requirements Appendix –www.aoa.gov) A unit is one session per participant.

CAREGIVER TRAINING (Matrix #70-9/70-9a) - Training provided to caregivers and their families that supports and enhances the caregiving role. For example: Powerful Tools training; Communicating Effectively with Health Care Professionals; conferences, etc. (A session for conferences would be equal to one day’s attendance at the conference). (DHS/SPD/SUA definition.) A unit is one session per participant. Note: This does not include training to paid providers.

### **OAA TITLE VII-B FUNDED SERVICES**

ELDER ABUSE AWARENESS AND PREVENTION (Matrix #50-3) - Public education and outreach for individuals, including caregivers, professionals, and para-professionals on the identification, prevention, and treatment of elder abuse, neglect, and exploitation of older individuals. Training is provided for individuals in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy.

### **OPI FUNDED SERVICES**

CASE MANAGEMENT (Matrix #6) - A service designed to individualize and integrate social and health care options for or with a person being served. Its goal is 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. A unit of service is one hour of documented activity with the identified individual.

PERSONAL CARE (Matrices #1 Contracted & #1a HCW) - In-home services provided to maintain, strengthen, or restore an individual's functioning in their own home when an individual is dependent in one or more ADLs, or when an individual requires assistance for ADL needs.

Assistance can be provided either by a contracted agency or by a Homecare Worker paid in accordance with the collectively bargained rate. (OAR 411-0032) A unit of service is one hour of documented activity with the identified individual.

HOMEMAKER (Matrices #2 Contracted & #2a HCW) - Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.

(AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov) A unit of service is one hour of documented activity with the identified individual.

HOME-DELIVERED MEAL (Matrix #4) - A meal provided to a qualified individual in his/her place of residence that meets all of the requirements of the Older Americans Act and state and local laws. (AoA Title III/VII Reporting Requirements Appendix – www.aoa.gov) A unit of service is one meal delivered. This service is funded by OPI as funds are available.

HEALTH & MEDICAL EQUIPMENT (Matrix #40-5) - Assistive devices such as durable medical equipment, mechanical apparatuses, electrical appliances, or instruments of technology used to assist and enhance an individual's independence in performing any activity of daily living. (OAR 411-027-0005) 1 unit is 1 loan or payment.

#### **B-4 Non-AAA Services, Service Gaps and Partnerships to Ensure Availability of Services Not Provided by the AAA**

The following programs are administered CCSS through its role as a Community Action Agency, County Developmental Disability Program, County Veterans Service Office and the Volunteer Connection. Additional information on local and regional partnerships is available in Section A1.

Community Action Programs: Community Action programs address the causes and conditions of poverty in a community. At Social Services, Community Action Programs include:

- ***Increasing the availability of affordable housing*** - Staff work cooperatively with the County's Community Development Department, Behavioral Health Division, Housing Authority and state agencies to help address the housing crisis
- ***Low-income energy assistance*** - Assistance is provided to help low-income households to pay their utility bills. Seniors and persons with disabilities are prioritized populations for this program

County Developmental Disability Program: The Clackamas County Developmental Disability Program offers residents with developmental disabilities and their families an array of services including case management, eligibility and intake, adult protective services, quality assurance and program development.

County Veterans Service Office: The Clackamas County Veterans Service Office (CVSO) assists and advocates for military veterans and their families to help them obtain financial and medical benefits from the Veterans Administration. CCSS also staffs the county's Veterans Advisory Council.

#### **Other Agencies that Serve Seniors and Persons with Disabilities**

##### State Department of Human Services/Aging and Persons with Disabilities (DHS/APD Offices)

CCSS maintains a collaborative working relationship with the DHS/APD offices in Clackamas County. The two offices have an MOU for referral of Gatekeeper calls. Two of the more rural APD offices, in Canby and Estacada, offer CCSS office space for Energy Assistance appointments. The District Manager for Clackamas County regularly attends Area Agency on Aging Advisory Council meetings.

##### Senior Centers

CCSS works with a network of 10 senior centers to deliver services to residents throughout the county.

Senior Citizens Council

The Senior Citizens Council provides guardianship services to seniors. Most of their guardianship clients have extremely low incomes.

## Section C – Issues Areas, Goals and Objectives

### C-1 Information and Referral Services and Aging and Disability Resource Connection (ADRC)

**Brief Profile:** Clackamas County’s fastest growing population segment is adults age 60 years and older. Between 2010 and 2018, the number of residents age 60 years and older increased by 40 percent or 28,202 people and accounted for 80 percent of the overall population growth in the county. A total of 98,359 residents or 24 percent of the 2018 county population was 60 years and older (2018 American Community Survey 5-year Estimate). Population forecasts indicate that the trend of significant growth in the older adult population will continue through 2045, resulting in older adults making up an increasingly larger portion of the county’s overall population (US Census Bureau and Portland State University Population Research Center).

Many older adults, younger adults with disabilities and their family members, caregivers and advocates are unsure where to turn when they are faced with increasing needs associated with aging and disability. The Clackamas County Aging and Disability Resource Connection (ADRC) was created in 2010 to provide a No Wrong Door infrastructure that serves all populations needing access to long-term service and supports, regardless of age, ability, income or resources. The ADRC assists with streamlined access to home and community supports and services for consumers of all ages, income and abilities and their support networks. Through integration or coordination of existing service systems, the ADRC raises the visibility about the full range of options that are available, provides objective and trusted information, advice, counseling and assistance, empowers people to make informed decisions about their long term supports, and helps people more easily access public and private long term supports and services.

Between July 2018 and June 2019, the Clackamas County ADRC fielded 2,058 contacts with consumers seeking information and made 4,149 referrals for services. Overall, the ADRC program provided services to 2,516 consumers through its information and referral, options counseling, care transitions and community court services. Consumers accessing the ADRC were seeking assistance with a wide variety of needs from housing and utility assistance to food resources to long-term care planning. During the same time period, 211 Info fielded requests for information and referral from 644 Clackamas County residents age 65 years and older. These residents were seeking information on healthcare, housing assistance, home maintenance, legal assistance, food resources and more.

**Program:** The ADRC’s mission is to provide respectful and responsive services to consumers, with an emphasis on self-determination, self-direction and consumer preference. The ADRC provides expert and cost-effective pre-crisis planning for long-term needs to consumers, while acknowledging and considering needs, values, cultures and diverse backgrounds. Although the Clackamas County-based program serves anyone who requests assistance, the Clackamas County program’s primary population is older adults and persons with disabilities. Additionally, ADRC consumers are individuals who may not be eligible for Medicaid, but who cannot afford or are not inclined to pay for this type of service from the private sector. Many of the services provided are short term and informational in nature. More intensive and comprehensive person-centered options counseling services are provided to those actively seeking assistance in either planning for or addressing a change in their personal or financial circumstances.

The ADRC programming components are specialized information and assistance (I&A) including a self-service component, options counseling, healthy aging opportunities, streamlined eligibility determination for public assistance, continuous quality improvement activities and care transitions supports. The ADRC is also responsible for creating and updating at least annually the Clackamas County resource listings in the statewide ADRC resources database

([www.adrcforegon.org](http://www.adrcforegon.org)). Doing so ensures that ADRC consumers have access to accurate and up-to-date information about public and privately funded long-term services and supports.

The ADRC is staffed by Information and Referral Specialists, Case Managers and Options Counselors providing a range of services and assistance to consumers. Clackamas County Social Services' Veterans Service Office and Volunteer Connection are also part of the ADRC.

The Clackamas ADRC also works closely with many of community partners, including area Senior Centers, the Department of Human Services Aging and People with Disabilities, Senior Citizens Council and various providers of behavioral health services. Relationships have also been developed with hospitals, other medical providers and private entities, such as long-term care communities, which provide key resources to older adults and persons with disabilities. An active local and regional advisory committee exists to serve our community and advocate on behalf of Clackamas County residents.

Clackamas County Social Services supports the statewide ADRC initiative and participates with Area Agencies on Aging in Columbia, Multnomah and Washington Counties and local hospital systems on ADRC readiness activities, marketing activities and quality assurance activities. In addition, the ADRC seeks consumer input via survey each month and each survey response is reviewed by the program manager when they are submitted to ensure rapid response to any service quality issues that are raised.

The ADRC's sustainability framework includes the prioritized use of two funding sources, Older American's Act IIIB and the Community Services Block Grant to support the Information and Referral component of the ADRC. Additionally, Clackamas County has participated in the State's Medicaid Long Term Care Services and Supports screenings to consumers contacting the ADRC

**Need: Information & Referral** - The 2019 community needs assessment survey found that 28 percent of respondents often or never knew who to call when needing help. Further, participants in all of the community needs assessment focus groups and listening sessions expressed the need for more information about available resources. This was especially pronounced in the focus group conducted with the Russian speaking participants and the listening sessions held in partnership with the Asian Health and Service Center, where the vast majority of participants were unaware of the variety of services available through the county and its community partners.

**Food Insecurity** - According to the *2019 Status of Hunger in Clackamas County* report prepared by the Oregon Hunger Task Force, 43.9 percent of those experiencing food insecurity do not qualify for federal nutrition assistance, including Supplemental Nutrition Assistance Program (SNAP). Further, for county residents 65 years and older, it is estimated that 60 percent of those eligible for SNAP are not accessing the benefit. The community needs assessment survey found that 48 percent of respondents with incomes at or below \$32,600 per year reported sometimes to always not having enough to eat, as did 44 percent of respondents who had a disability, and 41 percent of respondents who identified as a person of color. This compares to 28 percent of all respondents.

**Goal:** Increase community knowledge, understanding, awareness of and access to ADRC programs, services, resources.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Increase number of contacts made to ADRC by 10% annually	Conduct marketing activities.	ADRC Program Manager	Prior to start of 21-25 Area Plan	2025	
Increase number of consumers from underserved or under-represented communities accessing ADRC services by 5% annually	Advertise ADRC services and resources in languages other than English	ADRC Program Manager	Prior to start of 21-25 Area Plan	2025	
	At least twice yearly, topics covered by the bi-monthly ADRC 1&R Networking meeting will include topics meaningful and impactful to providing services to underserved populations and/or under-represented communities	ADRC Staff & Program Manager	Prior to start of 21-25 Area Plan	2025	
	At least quarterly, staff will attend outreach events where individuals from communities of color, members from the LGBTQ community, and/or members from Eastern European communities will be in attendance	ADRC Staff & Program Manager	Prior to start of 21-25 Area Plan	2025	
	As vacancies become available, increase representation in ADRC workforce who can appropriately communicate and address the cultural diversity of the population in Clackamas County	ADRC Program Manager	Prior to start of 21-25 Area Plan	2025	

**Goal:** Increase staff capacity to work with people from all backgrounds and identities.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Increase ADRC staff awareness, knowledge and understanding of communities served, resources and services available, and services to special populations as measured by # of bilingual staff, # of trainings completed	Attend program or service relevant trainings as they become available-at least 6 trainings per calendar year. At least two trainings each year will be focused on services to special populations	ADRC Staff and Program Manager	Prior to start of 21-24 Area Plan	2024	
	All new staff will attend Assertive Engagement and/or Person-Centered Approach Training within first year of hire	ADRC Staff and Program Manager	Prior to start of 21-24 Area Plan	2024	
	All new staff will complete cultural competency and responsiveness training within first year of hire	ADRC Staff and Program Manager	Prior to start of 21-24 Area Plan	2024	

**Goal:** Improve quality and effectiveness of the Clackamas ADRC

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Document continual improvement of client satisfaction and meeting of person-centered service standards	Conduct satisfaction surveys of 5% of all consumers that contact the ADRC for I&A services	ASAC Members, Social Services interns and ADRC Program Manager	July 2021	2025	
	Conduct satisfaction surveys of 5% of all Person Centered Options Counseling consumers within 30 days of their services ending	ASAC Members, Social Services interns and ADRC Program Manager	July 2021	2025	
	Use Language line and/or interpretive services to survey consumers in their preferred Language	ASAC Members, Social Services interns and ADRC Program Manager	July 2021	2025	
	Conduct secret shopper calls to 211 Info and ADRC	ASAC Members, Social Services interns and ADRC Program Manager	July 2021	2025	



## **C-2 Nutrition Services**

**Brief Profile:** Feeding America estimates that 14.1 percent of Clackamas County residents are experiencing food insecurity since the onset of the COVID-19 pandemic in March 2020. The risk of COVID-19 has forced older adults and people with disabilities and health conditions to self-isolate to stay safe. Lack of consistent access to enough food is a serious issue for older adults and can contribute to physical and mental health issues, including low muscle mass, increased fatigue, impaired cognition, increased hypertension, depression and anxiety. These in turn can increase the risk of falls, limit mobility and reduce a person's ability to perform self-care.

Several social determinants of health, including poverty, access to transportation, access to grocery stores and social isolation can make it difficult for older adults and people with disabilities to find, pay for, prepare and consume a healthy, balanced diet. As the older adult population in the county increases, the need for nutrition services will grow as well.

**Program:** CCSS uses the Title III C funds to support a network of nutrition services providers throughout the county. This network is comprised of 10 area Adult Community Centers (see meals sites list below). When under normal operating conditions, all sites provide both congregate dining and Home-Delivered Meals (HDM) for their service area, and deliver nutrition education. Nine of the 10 sites are designated Focal Points with the 10th site, the Hoodland Senior Center, operating as a designated Access Point. All 10 providers are also the Medicaid HDM provider for their area, further enhancing coordinated service efforts.

Of the 10 meal sites, five do not cook on-site, and CCSS contracts with a food service provider on their behalf. Meals are prepared by a cook-chill system and delivered chilled by the food service provider the day prior to serving. Meals are finished at the meal site and then either packaged to be delivered hot to HDM recipients or served on-site for congregate dining. Each meal site manager orders meals a week or more in advance of delivery. Hot meals are delivered weekdays with frozen meals provided for weekends. Sites have the option of purchasing frozen meals directly from the contracted food service provider to offer greater meal variety to participants. This system provides an economy of scale in the production of the meals. The meal sites, the food service provider and CCSS staff have quarterly meetings to plan the menus for the next quarter. A registered dietitian is on staff with the food service provider and is part of these meetings. Each meal is evaluated to ensure compliance with program nutritional requirements.

Four sites cook on-site. These sites produce both HDM and congregate meals. These sites also provide frozen weekend meals to HDM participants. If they choose, frozen meals can be purchased directly from the contracted food service provider for weekend meals to supplement their HDMs and increase the variety to participants. Each of these sites submit their menus to a registered dietitian under contract with CCSS who analyzes and evaluates each meal for compliance with program nutritional requirements. CCSS partners with the County's Public Health Division for this service. The cooks from these sites, the contracted registered dietitian, and CCSS staff meet as needed to share information and address challenges.

The Hoodland Senior Center does not have a facility that can accommodate a congregate meal site. This center provides nutrition services to seniors living east of the Sandy Senior and Community Center's Alder Creek Drive boundary continuing east on the Hwy 26 corridor to Government Camp. Congregate dining is offered twice a week and participants meet at a restaurant in the Villages of Mt. Hood. The Center alternates between two restaurants and participants are offered a limited menu in an effort to meet the program standards. For HDM

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participants, the Welches Grade School provides and packages the meals during the school year. During the summer when school is out three of the local restaurants provide meals. This center also coordinates with the neighboring Sandy Senior and Community Center to purchase and provide frozen HDMs for participants as needed.

In order to meet the needs of the diverse communities served by the network, each site has a mechanism in place to accommodate specific menu item changes due to religious or cultural preferences. Unfortunately, we do not have the means, or facilities, to accommodate menu changes in response to food allergies.

During the COVID pandemic, when the senior centers were closed to onsite programming to avoid community spread, the centers rapidly pivoted to provide HDMs to former congregate site meal participants and expand service to serve new program participants. In addition, due to concerns about the risk of older adults accessing grocery stores, several centers assisted residents with grocery shopping, facilitating delivery of online orders.

The 10 senior centers provide the required nutrition education component of the Senior Nutrition Service Program. This service is not funded as a separate activity of the Senior Nutrition Service Program but is part of the contract scope of work under Meal Site Management. CCSS does not fund nutritional counseling as a separate deliverable. Each site provides nutrition education information, at a minimum, quarterly through newsletter articles or brochures with instruction. These articles are obtained from recommended sources per the Senior Nutrition Program Standards. When nutrition education is provided in this manner it includes a discussion of the material as part of the programming for congregate participants. Speakers routinely make presentations at congregate meals, workshops, health promotion events and chronic conditions support groups. These special nutrition education events and presentations at support groups allows for the dissemination of information on specific nutrition education topics that meet the targeted needs of participants in these programs. For participants that self-identify a need for nutritional counseling due a change in health status senior center staff assist in finding services in their area that are appropriate to the need.

The senior center network is a well-known, accessible place for seniors and their families to turn for information, services, and opportunities that reduce a senior's risk of food insecurity and isolation. All sites offer a full range of Older American's Act supported programming including health promotion, transportation and access to family caregiver support. As a result, older adults throughout Clackamas County have access to a local, known, trusted, and comprehensive, one-stop shop for seniors and their families to access the full slate of services offered by the AAA.

Because the senior centers in Clackamas County are operated independently, CCSS does not directly participate in fund raising activities for the Nutrition Services. All nutrition service providers host a variety of fund raisers to support the program. These range from participating in the annual March for Meals program to raise awareness and funding for home delivered meals to holding local benefit dinners and rummage sales to sending out annual appeal letters. A standalone non-profit, Clackamas County Meals on Wheels, Inc. (CCMOW), was formed in 2005 by members of the Clackamas County Aging Services Advisory Council. CCMOW is an additional resource to the community, helping to ensure access to nutrition services by coordinating the annual sale of Entertainment Books, serving as a volunteer referral hub, and as a local clearinghouse for state-wide fund raising activities by companies such as Shari's Restaurants and Burgerville. Additionally, Clackamas County allocates \$250,000 each year to support the work of local non-profits. Several adult centers have submitted successful applications to fund necessary improvements, including equipment and meals for residents who are not eligible for OAA funded meals.

**Meal Sites in Clackamas County** All Sites provide Frozen Home Delivered Meals for week-ends or non-delivery days

<b>Meal Site Name</b>	<b>Street Address</b>	<b>City, Zip (All are in Oregon)</b>	<b>Phone Numbers</b>	<b>General Hours &amp; Days</b>	<b>Congregate Meal Time</b>	<b>Days Congregate Served</b>	<b>MO HD</b>
Canby Adult Center	1250 S. Ivy	Canby, 97013	503-266-2970	8:30 - 4:30 Mon-Fri	12:00 PM	M, W, Th, F (4)	Yes
Estacada Comm. Ctr.	200 SW Clubhouse Dr	Estacada, 97023	503-630-7454	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes
Gladstone Sr. Ctr.	1050 Portland Ave	Gladstone, 97027	503-655-7701	8:30 - 5:00 Mon-Fri	12:00 PM	Tue, Wed, Thur (3)	Yes
Hoodland Sr. Ctr.	25400 E. Salmon River Rd	Welches, 97067	503-622-3331	9:00 - 3:00 Mon-Thur	12:00 PM	Tues & Thur (2)	Yes
Lake Oswego Adult Comm. Ctr.	505 "G" Avenue	Lake Oswego, 97034	503-635-3758	8:00 - 4:30 Mon-Fri	12:00 PM	Mon, Wed, Fri (3)	Yes
NCPR-Milwaukie Center	5440 SE Kellogg Creek Dr.	Milwaukie, 97222	503-653-8100	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes
Molalla Adult Comm. Ctr	315 Kennel Street	Molalla, 97038	503-829-4214	8:30 - 4:30 Mon-Fri	12:00 PM	M, T, Th, F (4)	Yes
Pioneer Comm. Ctr.	615 Fifth Street	Oregon City, 97045	503-657-8287	9-4 Mon-Fri	11:30 AM	Mon thru Fri (5)	Yes
Sandy Sr. & Comm. Ctr.	38348 Pioneer Blvd.	Sandy, 97055	503-668-5569	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes
Wilsonville Comm. Ctr.	7965 S.W. Wilsonville Road	Wilsonville, 97070	503-682-3727	9-4 Mon-Fri	12:00 PM	M, T, W, F (4)	Yes

**Goal:** Increase food security among older adults and people with disabilities.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
The number of older adults accessing the SNAP program will increase by 5% each year	Convene ad hoc committee with the Community Action Board, Partners for Hunger Free Oregon, DHS and the Oregon Food Bank to develop a robust plan to increase SNAP participation	CCSS Director	March 2022	December 2022	
	ADRC staff will be trained in basic SNAP eligibility.	ADRC Program Manager	July 2021	Ongoing	
	Maintain up-to-date food resources in RTZ.	ADRC Program staff	Prior to the start of the 21-25 plan	Ongoing	
Increase participation in OAA funded nutrition programs by older adults who identify as a person of color or who are from a historically underserved community by 5% each year	Each section of the Area Plan will include equity and inclusion efforts  Convene an ASAC committee (ongoing or ad hoc) to develop 1. A training and awareness curriculum for ASAC members 2. Equity and inclusion outreach plan for all services offered by CCSS	CCSS Director	October 2021	Ongoing	
Increase in nutrition literacy among congregate meal site participants	Work with Public Health to develop a survey tool	CCSS Director	January 2022		
	Test tool at one or more meal sites		March 2022		
	Distribute tool on a regular basis to meal site participants		June 2022		

### **C-3 Health Promotion**

**Brief Profile:** Nationally, 85 percent of adults age 65 years and older are living with a chronic health condition and more than 55 percent have two chronic conditions (Centers for Disease Control and Prevention). For many, learning to manage treatment protocols and to cope with chronic conditions is challenging. Further, an estimated one out of four older adults experience a fall each year, which can significantly impact their quality of life. A growing number of older adults are limiting their activities and social engagements to specifically avoid falling (National Council on Aging).

Evidence-based programs offer proven ways to promote health and prevent, delay and alleviate disease among older adults (National Council on Aging). The programs are based on research and provide documented health benefits. Older adults who participate in evidence-based programs can lower their risk of chronic disease and falls. These programs can also improve the long-term outcome when chronic diseases or falls occur, which in turn can improve their quality of life and overall well-being.

**Program:** CCSS, in partnership with a network of 10 Senior Centers and other community partners, has a history of providing health promotion activities to older adults in Clackamas County. Of the 10 Senior Centers in the network, nine have full senior center facilities and offer a wide variety of classes that promote physical activity, access to preventative health screenings and social interaction. Many sites offer chronic disease specific support groups and assist in the coordination of influenza and pneumonia vaccinations. Adult centers and the CCSS Family Caregiver Support Program offer evidence-based, self-management programs to county residents.

*Health Promotion:* CCSS has three employees who are certified trainers for the Living Well with Chronic Conditions series, as well as Chronic Disease Self Management and Diabetes Self Management curricula. CCSS has also trained additional facilitators, both volunteers and staff from community organization partners, to expand the capacity to offer classes in the service area. Through the Family Caregiver Support Program, CCSS offers Powerful Tools for Caregivers education series. Prior to the onset of the COVID-19 pandemic, courses were scheduled periodically at adult/community centers, churches and other location throughout the County. Classes were offered weekdays, evenings, and weekends, as appropriate for a particular group of participants in order to make these courses accessible to all who wish to participate. During the pandemic, CCSS worked to transition delivery of these classes to an online format. During the COVID-19 pandemic, classes are being provided via Zoom and incorporate training for program participants in the use of this technology to promote participation success.

*Physical Activity:* Physical activity has been shown to increase an individual's health outcomes. With the allocation of dedicate evidence-based health promotion funding in 2016 to fund evidence-based activities, and local fundraising efforts senior center added physical activity classes to their programming. Classes added include Tai Chi: Moving for Better Balance, Better Bones and Balance, and Walk with Ease.

Clackamas County is working with regional partners, including the AAAs in Multnomah, Washington and Columbia counties, with AAAs from across the state as a member of the Oregon Wellness Network and representatives from the Coordinated Care Organizations active in the area to improve the infrastructure that supports Evidenced Based Health Promotion activities,

expand the number of Evidenced Based activities that are available in the region, and identify new payers and payment methodologies. These efforts include a special focus on the Hispanic community and rural residents.

**Need:** According to the Oregon Behavioral Risk Factors Surveillance System Adult Prevalence Data, 77 percent of Clackamas County residents age 65 years or older had a chronic condition during the 2014 to 2017 analysis period (the latest data available). This is up from 74.9 percent during the 2010 to 2013 analysis period. Further, the 2014 to 2017 analysis showed that 18 percent of older adults in the county had been diagnosed with diabetes and another 17.9 percent had been diagnosed with pre-diabetes, 48.1 were diagnosed with arthritis, and 19.1 percent had cardiovascular disease. The data also showed that income influences the rate of prevalence of disease, with 67 percent of all adults with incomes of less than \$20,000 per year having a chronic illness compared to 45.1 percent of all adults with \$50,000 or more in annual income (Oregon Health Authority).

Falls are the leading cause of injury among adults age 65 or older in the United States and deaths from falls are increasing. In 2018 Oregon had a higher rate of falls and deaths from falls among older adults than the national average. For 2018, Oregon reported that 32 percent of older adults in the state experienced a fall, compared with 28 percent nationally. The death rate from a fall for older adults was 102 deaths per 100,000 people, compared with 64 deaths per 100,000 older adults nationally (Centers for Disease Control).

In the 2019 Community Needs Assessment Survey, when asked what services they were likely to need in the next five years, 33 percent stated they were very likely and another 38 percent were somewhat likely to need wellness and fitness classes. It was the second most likely needed service behind home maintenance assistance. Improved health was one of the top five most often improvements that respondents noted could be made to increase their overall quality of life, along with home maintenance/modification, transportation and housing-related improvements.

**Goal:** Older adults are aware of and have access to health promotion programs.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Annual 10% increase in funding for health promotion activities.	Actively participate in meetings of the Oregon Wellness Network, Metro Regional meetings and meetings hosted by Comagine	Volunteer Connection Program Manager Family Caregiver Support Program (FCSP) Team	Ongoing	Ongoing	
Annual 5% increase in the number of volunteers trained to conduct evidence-based health promotion programs	Maintain capacity to provide free training to community volunteers	Volunteer Connection Program Manager	Ongoing	Ongoing	
Increase the percentage of participants from underserved communities in EBHP classes by 5% each year	Increase class offerings in locations that are more accessible to underserved communities	FCSP Team Volunteers	Spring 2022	Ongoing	
	Strengthen partnerships/collaborations with organizations that specifically serve more diverse communities and promote their participation in CDSMP leader trainings	Volunteer Connection Program Manager FCSP Team	Spring 2022	Ongoing	
	Provide Chronic Disease Self-Management Program leader trainings annually that include representatives from organizations that serve communities of color	Volunteer Connection Program Manager FCSP Team	Spring 2022	Ongoing	

#### **C-4 Family Caregivers**

**Brief profile:** An AARP survey of Americans age 50 years and older found that 77 percent of respondents wanted to live in their community as long as possible (AARP 2018 Home and Community Preferences). Family support is key in achieving this goal. Unpaid family caregivers provide support to family members who are experiencing increasingly complex conditions, including physical, emotional and mental health issues. Often they take on the caregiving role without adequate and affordable services and supports in place. Nationally, 21.3 percent - one in five - Americans have provided care to an adult or child with special needs at some time in the past 12 months, up from 18.2 percent in 2015 (AARP 2020 Report: Caregiving in the U.S.).

AARP's 2019 survey of Oregon registered voters age 40 years and older found that nearly half of respondents had experience as a family caregiver. These caregivers provided a myriad of supports, including companionship, transportation, management of finances and medical or nursing tasks. Most unpaid caregivers also worked outside the home and had their work schedules disrupted by caregiving responsibilities. Many spent their own money on caregiving costs, including transportation and home modifications. Many also reported experiencing stress related to caregiving and difficulties getting enough rest, exercising, and eating healthy, thus compromising their own health. Survey respondents stated that paid time off from work and assistance with respite care would be extremely or very helpful for family caregivers.

CCSS's Family Caregiver Support Program (FCSP) provides much needed emotional support, guidance, information and referral, and financial assistance with respite services and other costs incurred by caregivers.

**Program:** FCSP provides seven eligible activities to program participants:

- **Information Services and Group Activities** – FCSP staff provide information and referral services to anyone requesting them. This includes program participants, interested community members, and other programs and organizations. These services are provided by phone, in person, virtually, and at community events.
- **Specialized Family Caregiver Access to Services** – Each caregiver participating in the program receives individualized support and information based on their particular situation and needs. These services are provided by phone, in person, virtually, or via home visits.
- **Counseling** – Short-term, supportive counseling with referrals to follow up counseling from services in the community is provided by FCSP staff. When available, supplemental services grants may be used to help pay for counseling services.
- **Training** – Living Well with Chronic Conditions, and Powerful Tools for Caregivers workshops are provided by FCSP staff and volunteers. Other trainings are provided through partnerships with programs and agencies in the community.
- **Support Groups** – FCSP provides a range of support groups for unpaid family caregivers in collaboration with local professionals and non-profits.
- **Respite Care** - Respite care has been provided through grants to family caregivers who have used the funds to pay for in-home care, adult day services, personal care, errand running, homemaking services, and overnight services. These services have been self-directed and arranged by the caregivers themselves. When needed, FCSP staff assist caregivers in finding in-home respite care. In addition, FCSP provides funding for three respite day programs in Clackamas County senior centers.



- **Supplemental Services** – As with respite care, supplemental services are provided through grants and have been intended as flexible enhancements to caregiver support services such as home repairs, assistive technologies, professional consultations, and emergency response systems are all examples of services that have been funded.

FCSP provides outreach and public awareness by regularly participating in a range of outreach events and activities, including:

- Staffing information tables at the Clackamas County Wellness Fair
- Regular participation in the Volunteer Connection annual volunteer recruitment, information and outreach fair
- Participation in statewide conferences and meetings
- Submitting local media advertising about caregiver and grandparent support groups

To reach underserved populations, FCSP has focused on strengthening partnerships and collaborations with community organizations with established relationships within these populations to facilitate awareness and access to the program.

Potential program participants are screened and assessed through a phone interview application process, with FCSP staff completing required documentation. This allows staff to begin developing a supportive relationship with caregivers while collecting accurate documentation. Entry into the program from the waitlist and stipend eligibility are prioritized based on social determinants of health in alignment with prioritization in the Older Americans Act. Stipend eligibility continues to be determined by providing care to individuals who require substantial assistance with 2 or more activities of daily living.

Caregivers most in need of this respite benefit are often too stressed to use it in a timely fashion with accurate documentation. FCSP staff work with caregivers to determine whether working with an individual homecare worker or working with an in-home care agency would best fit their needs. FCSP staff often coordinate respite care through guiding caregivers through using OR-HCC and in some cases contacting potential homecare works on behalf of clients.

Provision of these services helps to promote healthy aging and aging in place for both caregivers and their family members in need. This holistic approach can help delay or even avoid institutionalization and entry into the Medicaid system.

**Problem/Need:** In the 2019 AARP survey of Oregon voters noted above, 85 percent of respondents reported that if they or a family member needed help, they would prefer to receive that help at home with caregiver assistance. Further, 90 percent of respondents who were caregivers reported that it was extremely or very important to be able to provide care so their loved ones could keep living independently at home.

The 2019 community needs assessment survey found that respondents who identified as caregivers were less likely to have access to professional mental health support, know how to contact a lawyer for legal advice, and know who to call for help than non-caregiving respondents. They also reported anticipating more need for assistance with transportation, housecleaning, home maintenance and home delivered meals in the next five years. In the focus group with caregivers, they reported a strong need for more flexible and longer duration of respite care and increased opportunities to connecting with other caregivers.

**Goal:** Increase awareness of and access to Family Caregiver Support Programs for communities of color and relatives as parents.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Increase the percentage of individuals from underserved communities who receive assistance from the program by at least 5% each year.	<p>Conduct demographic survey of all services provided by FCSP, including: Case management Stipends Powerful Tools for Caregivers (PTC) Support groups</p> <p>Meeting with community partners who serve diverse communities to develop outreach strategies</p> <p>Complete assessment of the success of these efforts and make course corrections</p>	FCSP Team Program Manager	Spring 2022	Ongoing	
Increase by 10% annually the number of Relatives as Parents who receive services from FCSP, within budgetary constraints	<p>Conduct demographic survey of all Relatives as Parents who receive program services</p> <p>Meet with community partners who serve this population to develop outreach strategies</p> <p>Complete assessment of the success of these efforts and make course corrections</p>	FCSP Team	Fall 2021	Ongoing	
Increase the number of evidence-based education classes for family caregivers and Relatives as Parents to a minimum of five per year	Deliver a minimum of 2 class series of Powerful Tools for Caregivers annually	FCSP Coordinator Program Manager	Spring 2022	Ongoing	

	<p>Complete master training requirements for Powerful Tools For Caregivers (PTC)</p> <p>Provide PTC leader training a minimum of one time per year. Train and use volunteers to lead PTC classes</p> <p>Research evidence-based curricula that focuses on Relatives as Parents and choose one for implementation</p>		<p>Spring 2022</p> <p>Spring 2023</p> <p>Winter 2023</p>	<p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p>	
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## **C-5 Legal Assistance and Elder Rights**

**Brief Profile:** Older adults can need legal assistance with a variety of complex issues related to their health, autonomy, financial security and dignity. CCSS works with community partners to assist older adults in meeting their needs to ensure their rights on issues, including income security, health care, long-term care, nutrition, housing, utilities, adult protective services, defense of guardianship, abuse, neglect, and age discrimination.

**Program: *Legal Assistance:*** To support the legal rights of seniors residing in Clackamas County, CCSS currently contracts with Legal Aid Services of Oregon (LASO) to provide legal assistance to low-income seniors. This contract also supports services to family caregivers of any age who are providing care for a family member age 60 or older and for county residents over the age of 55 providing care for grandchildren under the age of 18.

In addition, senior centers participate in the Senior Law Project, which assists those 60 years and older with accessing local volunteer attorneys who donate one afternoon a month on a rotating basis to provide pro bono 30 minute appointments. Clients needing further help and who have an income below 125 percent of the Federal Poverty Level, may receive continued pro bono assistance but are responsible for any out-of-pocket expenses. A person may have additional appointments if or when other matters arise. Since these services are not funded under the OAA contracts, participants are able to consult on their estate planning needs. While estate planning is not an eligible legal service under the OAA funded legal assistance program, many older adults with limited means have voiced their need for having this sort of access.

***Elder Abuse:*** CCSS has a long history of supporting efforts to prevent elder abuse and financial exploitation. The senior centers that partner with CCSS for other OAA funded programming also provide a platform for education and fraud awareness programs in the hope that in assisting in raising awareness to scams and predatory practices, the number of seniors victimized will be greatly reduced. All providers receiving OAA/OPI funding are mandatory reporters and have means to report suspected abuse to the appropriate agencies.

***Elder Rights:*** CCSS, along with its partner network of 10 senior centers, work to improve systems to protect elder rights by utilizing the local gatekeepers and the “natural network” of neighbors, clerks, bank tellers, and others within the community to protect seniors from abuse, neglect, isolation, and exploitation. CCSS staff and trained volunteers at each senior center regularly conduct reassurance checks on elders who may be at risk and assist them in maintaining the highest degree of independence possible and, when needed, provide a referral if they feel it will be helpful for the individual.

CCSS contracts with the Senior Citizens Council of Clackamas County (Senior Citizens Council) for guardianship, guardianship diversion, and case management services for seniors who are at risk of abuse or exploitation, or have been evaluated to be incapable of making competent decisions about their wellbeing. OAA funding to this organization assists individuals at risk of exploitation or abuse to maintain the highest degree of independence possible.

In an effort to further coordinate elder abuse prevention, CCSS, in partnership with the Regional DHS-APS office, has executed an MOU which outlines the roles, responsibilities and procedures for handling APS and Gatekeeper calls and referrals. This provides for a cohesive system to respond to all calls regarding suspected abuse of any type.

In addition, CCSS staff participate in the department-wide H3S (Health, Housing & Human Services Dept.) Problem-Solving MDT. Meetings are scheduled regularly twice a month and benefit from strong participation from line and leadership staff within Behavioral Health, Social Services, Housing Authority and Health Centers. Line staff as well as supervisors and managers can confidentially staff participant/consumer situations with this group, which often leads to increased collaborations and partnership in support of “shared” consumers who are receiving housing stability, physical and behavioral health, and/or supportive services from the county. Each partner in the Problem-Solving MDT has resources that they can bring that can help solve consumer problems. While not everyone is an expert in other systems eligibility and the specific services that may be available to help solve problems, the MDT helps consolidate resources to avert crises from worsening and in many cases avoid crises from occurring. Meetings intentionally follow the LEAN principles and almost entirely focus on problem solving as opposed to procedural or administrative issues.

Clackamas also has a county-wide MDT whose primary purpose is the assessment, investigation and prosecution of abuse cases involving vulnerable adults. MDT members work in collaboration to address the abuse of vulnerable adults served in the county, and to facilitate a process in which professionals from diverse disciplines are able to work together more effectively and efficiently. While CCSS ADS staff do not participate in this MDT, our Developmental Disabilities APS team does, along with the Senior Citizens Council, which provides guardianship. The goals of this MDT are to provide services that are in the best interest of the vulnerable adult to:

- Conduct abuse investigations in an expedited and effective manner;
- Prevent the abuse of other potential victims;
- Increase the effectiveness of the prosecution of criminal cases,
- Provide increased safety through victim advocacy, and
- Provide information to all involved agencies in a coordinated and efficient manner.

**Need:** Older adults hold sole decision-making responsibility for their financial and healthcare needs, often attempting to navigate insurance issues, financial planning, long-term care planning, housing and healthcare treatments. They are the frequent target of scams and fraud perpetrators. They often need legal assistance, but are unsure where to access affordable legal services. In the 2019 community needs assessment survey, 43 percent of all respondents reported that they did not know how to contact a lawyer if they needed assistance. Further, respondents from several vulnerable populations had even higher rates of not knowing how to access legal services, including:

- 49 percent of survey respondents who identified as caregivers,
- 48 percent of respondents who self-identified as having a disability,
- 54 percent of respondents who self-identified as a person of color
- 56 percent of respondents who reported incomes of \$32,600 or less

**Goal:** Increase the utilization of OAA-funded legal services.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Percentage of IIIB funds used for Legal Services increases year over year, reaching 3% by 2025	Conduct outreach via county media regarding the ADRC as an access point for legal services	ADRC Program Manager	July 2021	Ongoing	
	Conduct an RFP to secure a provider that can provide outreach and education regarding legal services available to older adults	ADRC Program Manager	July 2021	December 2021	

## **C-6 Older Native Americans**

**Brief Profile:** The 2010 census data counted 828 Native American county residents who are over the age of 60. That number has since dropped to 492, according to the 2018 American Community Survey. There are no recognized tribal lands within the service area. Clackamas County Social Services reaches out to organizations throughout the metropolitan area that provide services specifically targeted to the older Native American population. NAYA Family Center and the Native American Rehabilitation Center are regularly invited to attend the bi-monthly Information & Referral Networking meetings. This networking meeting provides a forum for a variety of community organizations to share information and to stay up-to-date on aging and other services offered in the AAA service area.

*Area to be developed – Prior to the onset of the COVID-19 Pandemic, AAAs in the Portland Metro region embarked on a regional needs assessment specific to the Native American populations. The team, including CCSS’s ADRC Program Manager, is working with organizations serving and led by Native Americans to identify the needs of their older adult population and develop strategies to most effectively meet those needs. As the Pandemic wanes in 2021, these efforts will begin again.*

**Goal:** Create stronger relationships with Native American elders throughout the region.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Create a plan in partnership with Native American leaders that will lead to better services for Native American elders	Participate in regional and state conversations with leaders from Native American communities	ADRC Program Manager	Prior to start date of 21-25 plan	Ongoing	



## **C-7 Older Adult Behavioral Health**

**Brief Profile:** According to the American Psychological Association, 15-20 percent of older adults in the United States have experienced depression, with another 11 percent who have experienced anxiety disorders. The risk of suicide increases with age, with depression being a major risk factor for suicide. Symptoms of depression and anxiety in older adults are often overlooked and untreated because they can coincide with other later life experiences, like the loss of a loved one or reduced independence. Depression and anxiety are common, potentially debilitating, but highly treatable conditions. Older adults with depression visit the doctor and emergency room more often, may incur high outpatient charges and stay longer in the hospital. As the aging population grows in number and diversity, the provision of behavioral health services that meet the needs of older adults, and adults from communities of color, will be critical to support a healthy population. These demographic trends will require training in the provision of culturally responsive care now and in the coming decades, as well as creating option for people to receive care from providers who mirror their culture and background.

**Program:** CCSS works closely with the Clackamas County Older Adult Behavioral Health Specialist (OABHS) to collaborate on older adult mental health issues, including providing training and creating community awareness. The OABHS provides the following services in the service area: collect data and produce reports to improve the delivery of substance abuse and mental health services for older adults; build coordination between systems and service providers that result in the delivery of quality, timely and accessible behavioral health services; provide recommendations that build community capacity at the local and regional level through organization and systems change; provide training, coaching and technical assistance to improve the ability to address the behavioral health needs of older adults and people with disabilities; and participate in complex case consultations.

In 2019, CCSS launched the Loneliness Task Force, a group of CCSS staff and community partner representatives who meet regularly to discuss social isolation and loneliness issues and trends, share resources and explore best practice strategies in supporting older adult community engagement. Task for members include representatives from adult community centers, Lines for Life, North Clackamas and Wilsonville parks and recreation programs, Mental Health and Addictions Association of Oregon, Providence Health Systems and Oregon Department of Human Services.

Aging and Disability Resource Connection staff regularly provide information, referrals and assistance to local behavioral health providers and services in Clackamas County, including referrals to Centerstone Clinic.

**Need: *Loneliness & Social Isolation*** - Older adults are at increased risk for loneliness and social isolation because they are more likely to face factors such as living alone, the loss of family or friends, chronic illness, hearing loss and lack of transportation options. According to the Centers for Disease Control, nationally more than one-third of adults aged 45 and older feel lonely, and nearly one-fourth of adults aged 65 and older are considered to be socially isolated. Locally, 59 percent of the respondents to the community needs assessment survey reported feeling lonely at least sometimes and 18 percent reported being lonely often or always. Further, 19,900 county residents age 65 years and older live alone (2019 American Community Survey). Loneliness and social isolation have been linked to increased risk of dementia, heart disease, stroke, depression, anxiety and suicide. Additionally, current research suggests that immigrant, and lesbian, gay, bisexual populations experience loneliness more often than other groups.

*Depression:* Depression is more common in people who have other illnesses, and older adults have a much higher prevalence of chronic conditions than other age segments. Further, depression in older adults is often misdiagnosed and undertreated when symptoms are attributed to aging. According to the Oregon Behavioral Risk Factors Surveillance System Adult Prevalence Data for 2014 to 2017 analysis period (the latest data available), 17.7 percent of Clackamas County residents age 65 years or older had been diagnosed with depressive disorder. The data also showed that income influences the rate of prevalence of depression, with 40.7 percent of all adults in Clackamas County with incomes of less than \$20,000 per year having a depressive disorder diagnosis compared to 19.6 percent of all adults with \$50,000 or more in annual income (Oregon Health Authority). According to the Oregon Violent Death Reporting System, 48 Clackamas County residents age 65 years and older died by suicide during the 2015-2018 reporting period, compared to 50 residents during the 2011 to 2014 reporting period and 31 residents during the 2007 to 2010 reporting period.

**Goal:** Improve social connections and mental health for older adults.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
The number of older adults who die by suicide will decrease each year	Promote the trainings offered on the Get Trained to Help website	ADRC Program Manager	July 2021	Ongoing	
	Ensure that older adults are represented on the county's Zero Suicide Initiative	ASAC Executive Committee	June 2021	Ongoing	
People who participate in OAA funded programs will report a decrease in feelings of loneliness and isolation.	Add a question to customer service surveys to measure any change in feelings of loneliness and isolation post program participation	ADRC Program Manager	July 2021	Ongoing	
	Coordinate the Clackamas County Loneliness Task Force	Volunteer Connections Manager; ADRC Program Staff and Manager	Prior to the start of the 2021-25 plan	Ongoing	
	Provide assistance to lower-income older adults in accessing technology to assist with communication and connection, with an emphasis on serving LGBTQ and older adults from communities of color	ADRC Program Manager	Prior to start of 21-25 Area Plan	Ongoing	
	In partnership with Clackamas County Behavioral Health, provide five Loneliness Trainings a year to aging services providers and advocates, with an emphasis on serving LGBTQ and older adults from communities of color	ADRC Program Staff and Manager	Prior to start of 21-25 Area Plan	Ongoing	
	Promote the Senior Loneliness Line in all ADRC presentations and outreach events	ADRC Program Manager	2021	Ongoing	

## C-8 Volunteering

**Brief Profile:** Local volunteers play an important role in providing critical services to Clackamas County residents. Challenging economic conditions such as increased poverty, homelessness, and a growing population of older adults, coupled with limited resources to respond to service needs has created a demand for volunteer services. Many older adults in Clackamas County struggle to age in place and feel safe. Volunteers build a community's capacity to address local needs and enhance the quality of life for community members. Likewise, volunteers experience a sense of connectedness and fulfillment, and emerging research indicates volunteers also experience health benefits from being involved in their community.

Volunteer Connection provides vital services to county residents through a dynamic collaboration between paid staff, volunteers and community partners. The program offers meaningful volunteer opportunities that increase the county's capacity to provide independent living supports to older adults and persons with disabilities, increasing or maintaining their livelihood and independence. The program benefits both the residents who are seeking meaningful ways to contribute to the health of their community and to the residents who are in need of the multiple services the program provides.

**The Program:** Since 1986 CCSS's Volunteer Connection, has been a vital link between volunteer engagement and client services that allow individuals to live independently in a manner that honors individual needs, preferences, and diverse backgrounds.

To effectively engage potential and affiliated volunteers, Volunteer Connection works with community partners to conduct outreach, focusing on opportunities for harder to reach and underrepresented individuals. To deliver strong social service volunteer engagement opportunities, Volunteer Connection re-evaluates its response to community needs, demographic changes, economic and health trends, and efforts of local organizations.

Volunteer Connection connects potential volunteers with opportunities to serve throughout the county. Approximately 210 volunteers provide additional delivery of social services to county residents, services that foster opportunities for individuals and families to be self-reliant and live healthier, safer and more socially connected lives. In fiscal year 2019-20, CCVC volunteers contributed over 43,000 hours, which translated into more than \$1,181,000.00 of in-kind support providing critical services for individuals and families.

Program volunteers offer a network of services to Clackamas County residents, including:

- financial guidance to those who no longer can manage their finances on their own;
- transportation assistance to critical appointments;
- food access, delivery, and security for the hungry;
- health care insurance guidance;
- access to health care options; and,
- social activities and interaction for lonely and homebound residents.

In addition, volunteers facilitate support groups for individuals coping with chronic conditions and caretakers caring for family members. These community, volunteer-supported services allow for a greater quality of life and access to care.

**Need:** One of CCSS's core values is "all participants shall be treated with dignity and respect." As Clackamas County residents become more diverse – racially, ethnically, culturally – CCSS

has identified the need to recruit both staff and volunteers who reflect the diversity of the communities it serves as one way to act on that core value. A diverse staff and volunteer corps brings more culturally relevant knowledge and experience to all aspects of service design and implementation, from needs assessment to program planning to service delivery. It also creates a more welcoming environment for participants as they can work with people who have deeper cultural understanding of their needs.

During the 2019 community needs assessment process, participants from the Lesbian, Gay, Bisexual, Transgender, Queer group stated that in some instances they would strongly prefer to receive services from people who are part of their community because they have a better understand of the unique challenges they face. Participants from the Russian-speaking focus group expressed the need to receive information and services in their language to better understand their options and make sound decisions.

Historically, however, the vast majority of Volunteer Connection volunteers have been white. Volunteer Connection is committed to identifying and implementing new strategies to engage volunteers from underserved and unrepresented populations, including collaborating with culturally specific organizations, analyzing the structure of volunteer opportunities and exploring alternative advertising and communication techniques.

**Goal:** People from all backgrounds, identities and communities feel welcome in all Volunteer Connection programs.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Document a 10% annual increase in percentage of volunteers from under-represented communities. <ul style="list-style-type: none"> <li>•</li> </ul>	a. Translate all volunteer recruitment materials into Spanish, Russian, and Cantonese/Mandarin b. Make sure that all Volunteer Connection staff are adequately trained on using the Language Line c. Provide a county wide volunteer recruitment event to assist/support community partner organizations in volunteer recruitment efforts d. Reach out to community partner organizations that serve people with disabilities for volunteer recruitment efforts	CCVC Program Manager and CCVC Team	July 2021  July 2021  April 2022  July 2021	Ongoing as needed	
The number of volunteers and staff who receive training in trauma-informed services that incorporate equity and inclusion	Provide trainings to all volunteers at least annually on Equity and Inclusion and on Trauma Informed Care	CCVC Program Manager and CCVC Team	October 2021	Ongoing	

## C-9 Age Friendly Communities

**Brief Profile:** Multiple studies have shown that the majority of older adults would prefer to live in their home as they age. To do so, communities need to provide their residents with appropriate physical infrastructure, service supports, and opportunities to remain engaged in community life. Communities with these assets and attributes are referred to as “age-friendly communities.” Studies also show that many communities do not have these attributes and assets, and their residents are therefore challenged to remain living in the community of their choice. This is especially true for residents of rural and suburban areas where public transportation and assisted transportation options are limited. The lack of affordable, accessible housing, assistance with Activities of Daily Living, and opportunities to remain socially engaged all contribute to a lack of age-friendliness in many communities. The results of the mapping process were:

- *Transportation:* Throughout the county transportation was the most cited barrier. The needs analysis showed a strong reliance on personal vehicles to meet transportation needs. When faced with the inability to drive oneself, many residents encounter less than optimal, or no viable public transportation option.
- *Housing:* An absence of housing options that meet a variety of needs and lifestyles results in disturbed family and social networks for community members with evolving housing needs.
- *Access to Services:* While Clackamas County is well-resourced in the areas of community support and health services, barriers to accessing these services include lack of transportation, and the absence of home health and medical supply vendors within local communities.

The 2019 Community Needs Assessment found that these issues continue to present real barriers to older adults in living independently and participating fully in community life. The top concern regarding the physical environment expressed by survey respondents was affordable housing, with 66 percent disagreeing with the statement “My rent or mortgage and property tax is affordable now and I think it will be in the future.” Further, 36 percent reported that it is very likely that they will need assistance with home modifications/repairs in the next 5 years. About 49 percent reported that they do not have access to transportation that allows them to get together with family and friends.

**Program:** CCSS has engaged in a number of efforts to help increase the community assets that help communities become more age-friendly. The Aging Services Advisory Council has established an Age-Friendly subcommittee, the agency has hosted five engAGE in Community summits, where community members learned more about what it takes to make a community age-friendly, small grants were provided to communities on two occasions, and outreach has occurred to elected officials in cities within Clackamas County.

These efforts are based on the WHO checklist and informed by N4A’s “Making your Community Livable for all Ages,” “Guiding Principles for the Sustainability of Age-Friendly Community Efforts,” and AARP’s Age Friendly Tool Kit. More recently, the committee has begun to explore the intersection between Social Determinants of Health and Age-Friendly Communities.

Further, ASAC members actively participated in the Clackamas County Public Health comprehensive planning process Blueprint Clackamas and currently serve on the Public Health Advisory Committee.

**Need:** Clackamas County encompasses a large, diverse geography, and includes many rural and suburban areas, as well as 16 municipalities. Much of the work around creating age-friendly communities, both in the United States and internationally, has focused on urban areas. There is little research on what it takes to create age-friendly communities in small towns and rural areas. Since most of the county’s population resides within a municipality, there are limitations to what the county can do since it does not have jurisdiction within city limits. Further, addressing issues like transportation, housing, along with the social and service environment takes more resources than Clackamas County can commit to these efforts.



**Goal:** Clackamas County communities are Age Friendly.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Annually conduct at least one concerted effort to engage elected officials from municipalities within Clackamas County, and Chambers of Commerce on the issue of Age Friendly Communities	<p>Provide elected officials with information on the value of Age Friendly Communities with a focus on issues relevant to their area</p> <p>Utilize the Age Friendly Dashboard, Area Plan summary, and other data to support this work</p>	CCSS Director	Prior to the start of the 21-25 Area Plan	Ongoing	
Establish one formal partnership with Public Health to promote the advancement of Age Friendly Communities	Work with Public Health to identify areas of shared interest and opportunities to work in partnership	CCSS Director	January 2022	December 2022	

## **C-10 Transportation**

**Brief Profile:** Transportation is consistently identified as one of the barriers that prevent seniors from remaining in their homes. When a senior is unable to drive due to health issues or the expense of maintaining a vehicle, that person may lose the ability to meet basic needs.

Transportation is essential for access to medical care, food, recreation, social interactions, social services and other goods and services that allow individuals to remain independent and in their own homes and communities.

Clackamas County encompasses 1,879 square miles. One eighth of the county is urban, the remainder is suburban, small town and rural. Five different transit agencies serve the county (TriMet, SMART (Wilsonville), South Clackamas Transit District, Sandy Area Transit and Canby Area Transit). In addition, the Mt Hood Express provides service in the Hoodland area. An estimated 14 percent of the county's population is without public transportation. This compares to 0.7 percent of the population in Multnomah County and 4.2 percent in Washington County who are without public transportation. The 2019 community needs assessment survey, and focus groups revealed that older adults and people with disabilities who do not drive struggle to attend medical appointments, run routine errands, and travel in the evenings or on weekends due to limited bus or shuttle hours.

As Clackamas County's population ages, the demand for transportation will continue to grow. Public transit services are only available within very constrained service boundaries so there will continue to be unmet needs for other forms of transportation for older adults.

**Program:** Clackamas County Social Services, through a partnership called the Clackamas County Transportation Consortium, provides funding to nine senior and community centers in Welches, Sandy, Molalla, Canby, Oregon City, Milwaukie, Gladstone, Lake Oswego and Estacada. Each of the centers provides individual and group rides within and outside of their service district boundaries. They assist seniors in accessing medical services, congregate meals, shopping and other needs.

CCSS operates Transportation Reaching People (TRP), a transportation service that uses both paid drivers and volunteers to "fill in the gaps" in service for the center programs and help seniors and persons with disabilities who live outside of a public transit or senior center service district get rides for medical appointments and other needed services. TRP's success depends on a dedicated pool of volunteer drivers who are willing to devote their time and their own personal vehicles to assist others. Many TRP volunteer drivers are seniors themselves and will be eventually unable to assist with driving activities.

Prior to the COVID-19 pandemic, TRP was serving 900 riders. The pandemic forced TRP to severely reduce service, with a small crew of paid and volunteer drivers continuing to provide transportation to essential medical treatments. TRP has since carefully and gradually expanded service while maintaining pandemic-related safety protocols.

CCSS also plays a key role in ensuring the continued operation of the Mt Hood Express, which provides public transportation to residents of the rural communities along Highway 26 east of

Sandy (the Hoodland area) and now to Government Camp and Timberline. Mt Hood Express provided 63,610 rides in Fiscal Year 2019-20.

**Need:** Throughout the 2019 community needs assessment process, transportation surfaced as a key issue for older adults. Survey respondents listed access to transportation as the second most common response to the question “What are the top three changes that could be made to increase your quality of life.” Forty-nine percent of all respondents stated that transportation was not available that allowed them to get together with family and friends, with the range among subpopulations of 32 percent for respondents who were persons of color and 54 percent for respondents who lived in rural areas.

Focus group participants reported not being able to attend medical appointments or access needed medical specialists because of lack of transportation. Several stated that no public transit options were available in their community, nor were transport services like Lyft or UBER. Others stated that the time required to use public transit or special needs transit services to get to and from appointments and activities was prohibitive. Yet, when asked how they would get around if they could no longer drive, both survey respondents and focus group participants stated public transportation as their main resource, followed by family, then informal driving networks like Uber or Lyft.

**Goal:** No one in Clackamas County experiences barriers to transportation that impact their ability to meet basic needs and actively engage in their community.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Maintain existing services and, where possible, expand services that provide accessible transportation	Work with local, state and federal resources for stable, long term funding solutions	Administrative Services Manager AAA Program staff	Ongoing	Ongoing	
	Improve transportation service options for people with chronic medical conditions, particularly dialysis	ASM and VC Program Manage	Prior to start of 21-25 Area Plan	Ongoing	
Surveys show that at least 85% of riders are satisfied with the service	Conduct customer satisfaction survey on a semi-annual basis	AAA Program staff	July 2021	Ongoing	

## C-11 Housing

**Brief Profile:** Research has consistently documented that the majority of older adults want to age in place and live independently in their own homes for as long as possible. Older adults can experience a variety of obstacles to achieving this goal, a significant one being the inability to maintain a safe and healthy home. As people age, they may need modifications to their homes to reduce the risk of falls or injury. They also may find it increasingly difficult to manage upkeep demands, like yard work, minor repairs and house cleaning.

For older adults with limited incomes, another threat to aging in place is housing affordability. Rising housing costs, including property taxes and/or rent, create housing instability and can force older adults to make difficult choices between essential needs, including food and medical care. Nationally, 26.3 percent of homeowners age 65 years or older are housing cost burdened, as are 54.6 percent of older adults who rent their homes. A household that pays 30 percent or more of their income on housing costs, including utilities, real estate taxes, and insurance rates, is considered to be cost burdened.

**Program:** Clackamas County and its community partners have several programs that are designed to assist residents in decreasing their overall housing costs and other costs that can help older adults maintain financial stability while maintaining a safe home environment. These services include weatherization, property tax deferral, property tax reduction for veterans, water and sewer program, and energy assistance, as well as veterans benefits application, SNAP benefits, Medicare programs.

CCSS will develop a comprehensive list of these programs, as well as no- or low-cost home modification options in the community and will ensure that these programs are regularly marketed to the community.

**Need:** In Clackamas County, 32.9 percent of homeowners age 65 years or older are housing cost burdened, as are 62.3 percent of older adults who rent their homes, significantly higher than the comparable national statistics. Further, in the 2019 Community Needs Assessment Survey only 29 percent of respondents agreed with the statement “My rent or mortgage and property tax is affordable now and I think it will be in the future.” As expected, respondents with lower incomes having the lowest agreement, the lowest being 12 percent among respondents who made between \$39,000 and \$52,000 annually.

The 2019 Community Needs Assessment Survey also confirmed the need for home maintenance/modification assistance. When asked how likely they were to need services within the next five years, 36 percent of respondents stated they were very likely to need home maintenance assistance, another 35 percent stated they were somewhat likely to need them. Home maintenance was the most likely service needed overall. It was also the most frequently identified change respondents listed when asked “What are the top three changes that could be made to increase your quality of life. These results were confirmed with focus group participants, especially among family caregivers focus group participants. Finally, only 29 percent of survey respondents agreed with the following statement “Help with home maintenance and home modification is available.”

**Goal:** Increase awareness of home maintenance and modification services

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Annual outreach (social media, county newsletter, etc.) will promote all low and no-cost home modification and repair services	Identify all programs and update list annually	I&R Staff	June 2021	Ongoing annually in June	
	Develop and distribute outreach materials	I&R staff and Public and Government Affairs	September 2021		

**Goal:** Increase income supports in order to reduce the housing burden for lower income older adult households

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
Annual outreach for the following programs: Weatherization, SNAP, Energy Assistance, Property Tax Deferral; Property Tax Reduction for Veterans, Water and Sewer program, Veterans Administration, Medicare programs	Reach out to each program to learn current outreach methods	Policy, Performance and Research Analyst	June 2021	Ongoing	
	Work with Public and Government Affairs to promote each program		December 2021		
Document a 5% increase in older adult participation for each of the following programs: Weatherization, SNAP, Energy Assistance, Property Tax Deferral; Property Tax Reduction for Veterans, Water and Sewer program, Veterans Administration, Medicare programs	Establish baseline measurements  Create annual reports	Policy, Performance and Research Analyst	June 2021  December 2022	Annually in December	

**Goal:** Ensure the needs of older adults and persons with disabilities are included in housing-focused committees and workgroups.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2021-2025		Accomplishment or Update
			Start Date	End Date	
The number of ASAC members actively participating in housing-focused committees and workgroups	Identify all relevant committees and task forces	CCSS Director	March 2021	Ongoing	
	Recruit ASAC members to join groups		June 2021	Ongoing	
	Provide information and support needed for full ASAC participation		Ongoing	Ongoing	

## Section D – OAA/OPI Services and Method of Service Delivery

### D-1 Administration of Oregon Project Independence (OPI)

In accordance with OAR 411-032-0005(2), the area agency must submit an Area Plan containing, at minimum, the agency's policy and procedures for each of the questions below.

Provide the following information or policies about how your agency (or your contractor) administers and implements the OPI program. Note: If the AAA is participating in the OPI Pilot for Adults with Disabilities, clarify if the policies and procedures vary for that population.

**a. What are the types and amounts of authorized services offered? (OAR 411-032-0005 2 b A).**

OPI clients are offered a variety of services based on their care needs and assessment scores. Up to 15 hours per month are offered in any combination of home care, personal care and RN services. Additionally, assistive technology devices are offered to clients as needed and as budget allows.

Authorized OPI Services:

(A) Home care supportive services limited to the following:

- (i) Home care;
- (ii) Assistive technology device;
- (iii) Personal care;
- (iv) Adult day services;
- (v) Registered nurse services; and
- (vi) Home delivered meals (intermittently)

(B) Assisted transportation, on a case-by-case basis as authorized by the director of the Oregon Community Services and Supports Unit.

**b. State the cost of authorized services per unit (OAR 411-032-0005 2 b B).**

The cost per unit of authorized services is as follows:

1. Home Care Worker ranges from \$14.65 to \$15.65 per hour
2. Contracted providers for homecare, personal care and RN services are paid at the following rates:
  - a. \$25.97 for home and personal care
  - b. \$70.35 for RN services

Assistive Technology Devices: As budget allows, ATDs are approved on a case-by-case basis by Clackamas County Social Services. A \$1500 limit is set per client, per 24 month period for assistive technology devices. Prior to approval, all other funding options, including full or partial payment from the client, shall be exhausted. Exceptions to this dollar limit and/or 24 month allowance will require supervisory approval.

3. Adult Day services: Costs will vary depending on the provider, and range from \$60 to \$75 per day. Services will be authorized at the equivalent costs of a client receiving the maximum authorized homecare or personal care service hours from an agency. As of 7/1/19, this would be \$389.55 per month.



4. Home Delivered meals: The rate for HDM is depending on available funding. Generally, HDMs are funded during the second year of a biennial cycle. The maximum reimbursement rate is equal to the current Medicaid HDM rate.
5. Assisted transportation, on a case-by-case basis as authorized by the director of the Oregon State Unit on Aging.

**c. Delineate how the agency will ensure timely response to inquiries for services. Include specific time frames for determination of OPI benefits (OAR 411-032-00502 b C).**

The Clackamas County OPI program employs a full time case manager aide, who is responsible for responding to inquiries for services. Efforts are made to answer all inquiries for services live. The case manager aide returns all calls and respond to inquiries within 24 hours during the work week, or by the end of the next business day. Case managers will provide back-up coverage to the case manager aide in the event of a planned or unexpected absence.

OPI clients are contacted in order of the OPI waiting list. Once contacted, a home visit is scheduled as soon as possible with the client, case manager, and any other individuals whom the client wishes to be present during the interview. The CAPS assessment will then be completed by the OPI case manager within one work week of the home visit. The client will be notified at the time of determination or not more than three days beyond the determination date.

**d. Describe how consumers will receive initial and ongoing periodic screening for other community services, including Medicaid (OAR 411-032-0005 2 b D).**

Initial comprehensive, strengths-based assessments including CAPS (CAPS is a statewide system to determine functional abilities) are completed at least yearly with each client, and as needs change. At the time of assessment and at any other time requested by the client, the case manager and the client will discuss all options of care including Medicaid and private-pay options. The case manager will make a referral to the appropriate program with the client's consent. The case manager will facilitate any referrals including assisting with completing applications and gathering pertinent information for programs such as Medicaid Long Term Care, home delivered meals, SNAP/Food Stamps, Alzheimer's Association, Senior Companion, Tri-Met Lift, Transportation Reaching People, local churches, Family Caregiver Support, Oregon Telephone Assistance, Medicare, SHIBA, Senior Citizens Council and behavioral health providers. The case manager will advocate on behalf of the client with such programs as necessary.

**e. Specifically explain how eligibility will be determined and by whom (OAR 411-032-00502 b E).**

The consumer, at assessment must meet service eligibility levels (1-18), as indicated on current OPI Service Level Matrix in order to receive in-home services. Assessments are completed by the assigned OPI Case Manager to determine service eligibility.

The consumer cannot be receiving Medicaid benefits, except: Citizen/Alien Waived Emergency Medical, Supplemental Nutrition Assistance Program (SNAP, formerly

known as Food Stamps), Qualified Medicare Beneficiary (QMB), or Supplemental Low Income Medicare Beneficiary Programs (SLMB).

Any individual residing in an Assisted Living, Adult Foster Home, or a Nursing Facility shall not be eligible for authorized services.

\*\*As funding allows, transitional services will be provided to persons wishing to relocate from an institution to their place of residence. If the individual is leaving facility against medical advice (AMA), determination for appropriate services will be reviewed on a case by case basis.

**f. Plainly state and illustrate how the services will be provided (OAR 411-032-0005 2 b F).**

The determination of OPI services is based on each consumer's cultural and linguistic preferences, and financial, functional, medical, and social need for services. Service eligibility level will be indicated through the Client Assessment/Planning System (CA/PS).

After the initial eligibility determination, the determination of continued OPI services is made at regular intervals but not less than twelve months. Informal assessments and consumer follow up will occur as needed. A full financial assessment is not necessary at these informal intervals unless there is a significant change to income as indicated by the consumer.

Consumers may choose an in-home care worker or services from a contracted agency. When the OPI budget allows, other services such as respite care, home repair/modifications, assistive technology devices, and home delivered meals will be provided by the appropriate contractor(s).

**g. Describe the agency policy for prioritizing OPI service delivery for both the waiting list and hours/types of services for the individual (OAR 411-032-005 2 b G).**

Priority for authorized services are consumers already receiving authorized services as long as their needs indicate. New clients are added to the program as capacity and budget allows.

If OPI budget constraints or capacity do not allow for the immediate start of in-home services then consumers will be placed on a waiting list. Prioritization of services will be based on the state standardized OPI Risk Tool (SDS 287J) that measures the risk for out of home placement.

Consumers with the highest risk of out of home placement are given priority on the waiting list.

All consumers placed on the OPI waiting list will be offered Options Counseling services to assist them in exploring alternative options to meet their stated needs and preferences.

The Clackamas County OPI program has a service plan maximum of 15 hours per month, with a maximum of 100 miles authorized per month for OPI homecare workers to provide transportation or run errands for OPI clients. Exceptions are made by the program supervisor on a case-by-case basis, and as the program budget allows. The protocol for temporary increase of OPI service hours are as follows:

1. No more than 10% of the current active case load will be approved for hours exceeding the original service plan hours.
2. The maximum allowable hours per client for temporary increase is 20.
3. The need for increase services will be reviewed and evaluated every 30 days by the case manager. Approval for temporary increase of service hours will be awarded for the following reasons: significant change of condition resulting in a decline in overall physical and/or cognitive health, increased care needs following a hospitalization, support for primary caregiver if the caregiver has experienced a significant change of condition or has experienced a recent hospitalization, and/or transitioning to Medicaid.
4. Prior to increasing hours, OPI case managers will ensure that all other options have been explored (natural supports, private resources, FCSP, Senior Companion, etc.).
5. No more than three separate requests (three distinct events, as listed in item #4) for exception requests will be honored within a six month period, or no more than two 30-day extensions (90 days total) will be granted per a six month period (each scenario allows 90 days of exception hours every six months).
6. If all of the above parameters are adhered to, Case Managers can authorize exception hours without management approval.
7. Additional exceptions exceeding parameters outlined in items 1-6 require management approval.
8. OPI consumers transitioning to end of life/hospice may be approved for up to 20 hours for six months before supervisory approval is needed to extend.

A person-centered service plan is developed by the case manager based on the consumer's stated needs and preferences.

Services are provided as budget allows.

**h. Describe the agency policy for denial, reduction or termination of services (OAR 411-032-0005 2 b H).**

Denial for Services: Consumers may be denied for services by the OPI program for various reasons. The consumer may not meet service priority level, or natural supports identified are meeting stated needs. If the OPI Case Manager determines that a denial of services is the most appropriate action to take, the Case Manager shall provide to the applicant, verbally and by mail, a written notice of this decision. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

Reducing Services: A consumer may choose to reduce hours voluntarily. If a consumer requests a reduction in hours, it will be noted in the narrative. A new Service Agreement showing the reduction in hours will be sent to consumer for signature.

Services may be reduced by the OPI program for various reasons. The consumer's condition may improve or needs decrease. A family member may increase involvement, taking on additional responsibilities for the provision of care. If the OPI Case Manager determines that a reduction of services is the most appropriate action to take, following Medicaid standards, a ten day notice of reduction of services is given to the consumer and/or representative. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

Closing Services: A consumer may choose to withdraw from services voluntarily. If a consumer determines to end services, the reason will be noted in the narrative, and the OPI Case Manager will send "Consumer Request to Withdraw" form for signature. A copy shall be given to the consumer/representative, and placed in the client file. Should a consumer request to return to the program after voluntary withdrawal, they may reapply for services. If there is a waiting list, they will be added to the list based on priority level, as determined by their Risk Assessment Tool score, with a new date of request.

Consumers may be closed from services by the OPI program for various reasons. The consumer may not meet the service priority level, decline to engage in services, act out inappropriately toward the OPI staff or care providers (threaten violence or use verbal abuse toward OPI staff – use of racially or sexually derogative terms or other insulting language), or a home environment that is unsafe for service providers. If the OPI Case Manager determines that closure of services is the most appropriate action to take, following Medicaid standards, a ten day notice of reduction of services is given to the consumer and/or representative. This notice shall state the specific reason(s) for this decision and shall describe the consumer's grievance rights, including deadline for submitting a grievance.

If consumer signs the OPI Fee Determination and OPI Service Agreement that shows a change or reduction in hours or fee, then the consumer is agreeing to these terms and therefore does not have a grievance.

**i. Specify the agency's policy for informing consumers of their right to grieve adverse eligibility, service determination decisions and consumer complaints (OAR 411-032-0005 2 b I).**

The Clackamas County Social Services grievance policy applies. Grievance rights, including the deadline for submitting a grievance is included in all decision notices provided to the consumer for denials, reductions or termination of services. A summary of the grievance policy and procedure is also provided to consumers at the initial and annual service assessments.

If a consumer does not agree with a decision to deny, reduce, or terminate OPI services then they may utilize the following procedure:

1. They may request a reassessment of their needs by their OPI Case Manager. The OPI Case Manager must schedule a reassessment within 5 business days

of the request unless an assessment has been done within the past 30 days. If the assessment has been completed within the past 30 days and there is no significant change, then the current assessment will be considered valid. Consumer may proceed to step 2.

2. The consumer may contact the OPI Program Manager in writing within ten (10) business days of the date of the denial letter. If the consumer uses this approach, within five business days of the consumer's letter, the OPI Program Manager will contact the consumer and discuss the decision and the review process. If the consumer still disagrees with the decision they may follow Step 3 below.
3. The consumer may file a written grievance within ten (10) business days of the conversation with the OPI Program Manager. Their grievance should be submitted to: CCSS Director, PO BOX 2950, Oregon City, OR 97045 or BrendaDur@clackamas.us. If the consumer uses this approach the agency Director will schedule a grievance review meeting within ten business days of receiving the consumer's written grievance. The consumer and their representative, if any, will be notified in writing, of the date, time and location of this meeting. The consumer's rights at this meeting will be set forth in the meeting notice. To allow adequate time for planning, consumers are asked to let the Director know at least 5 business days before the meeting if special accommodations are requested.
4. If the consumer grieves the decision to terminate their OPI services, they will continue to receive this service until the outcome of the formal grievance is known.
5. Consumers who disagree with the results of the Clackamas County Social Services grievance review have a right to an administrative review with the Oregon Department of Human Services, State Unit on Aging, pursuant to ORS chapter 183. This information will be provided to the consumer in a written notification at the time of the Clackamas County Social Services grievance review decision. Consumers requesting an administrative review from the Department of Human Services are not eligible for continued OPI authorized services.

Every effort is made to offer services that will be sustainable for as long as the consumer needs and wants them. Occasionally, unforeseen circumstances lead to budgetary constraints which may require a reduction in services. In this case, reduction of services cannot be grieved.

**j. Explain how fees for services will be developed, billed, collected and utilized (OAR 411-032-0005 2 b J).**

Fees for service are based on a sliding fee schedule to all eligible consumers whose annual income exceeds the minimum household income limit, as established by the State.

A one-time fee is applied to all consumers receiving OPI authorized services who have adjusted income levels at or below federal poverty level. The fee is due at the time eligibility for OPI authorized services has been determined.

- (a) A second attempt to collect the one-time fee is not required.
- (b) Consumers who identify a financial hardship may request that the one-time fee of \$25 be waived.
- (c) Consumers who wish to have the fee waived should contact the OPI Program Manager by phone, email or in writing within 10 business days of receipt of the invoice to request a waiver. The invoice will include contact information and instructions on how to request a waiver. Proof of financial hardship may be required by the OPI Program Manager before approval.

**k. Describe the agency policy for addressing consumer non-payment of fees, including when exceptions are made for repayment and when fees will be waived (OAR 411-032-0005 2 b K).**

OPI consumers who have been assessed a fee for service will be billed by Clackamas County each month after Home Care Worker vouchers have been processed and after agencies have billed Clackamas County.

If at initial assessment or annual review, the consumer indicates that they are unable to pay the copay for services, a request can be made to the OPI Program Manager for an accommodation. Accommodations will be reviewed and determined appropriate on a case by case basis.

Billing is sent out monthly by administrative staff, detailing current and any past-due charges or amounts. Reconciliation for billing is completed on the 15th of each month. If a consumer is more than 60 days past due, admin staff processing consumer bills and payments, will notify the OPI case manager that they have sent a past due notice to consumer.

The letter being sent to the consumer will notify them of their past due amount and inform them that the case is at risk of closure within 30 days after the date of the letter if payment arrangements are not made. The letter will include instructions on who to contact to make payment arrangements if they wish for past due amounts.

If a consumer, who is still receiving services, elects to make monthly payment arrangements for a past due bill then agreements will be made that the minimum monthly payment plus an additional \$10.00 above this will be paid in order to work toward paying off the debt. A written summary of the agreement and payment plan will be mailed to the consumer within 10 business days for signature and return for consumer records. The staff coordinating the plan will notify the OPI Case Manager that payment arrangements have been made.

If payment is not received by the date listed in the original letter, or the consumer declines to make payment arrangements, the OPI Case Manager will discontinue the consumer's OPI services and send a closure letter to the consumer and in-home care provider.

Consumers may reapply for services at any time, whether the consumer has paid the past due amount after the OPI case has been closed, or if the outstanding balance remains. If there is a waiting list they will be added to the list based on priority level, as determined by their Risk Assessment Tool score, and new date of request.

If the past due amount is still owed when a consumer is added back to the program, an agreed upon written payment plan to pay off the outstanding balance for copays will be required.

All efforts will be made to work with consumers on payments for services (current and past due) to ensure that services will continue.

**l. Delineate how service providers are monitored and evaluated (OAR 411-032-0005 2 b L).**

Quarterly meetings are held with contracted agency service providers to discuss contractual requirements, updates, changes and ongoing expectations. In these meetings, there are discussions around any contractual deficiencies, and expectations and timelines are set for addressing and correcting those deficiencies. Additionally, billing is submitted on a monthly basis and includes a client service detail report which indicates the number of authorized service hours and the number of service hours provided. Each case manager reviews this report for accuracy prior to the contracts coordinator paying the agency. Any discrepancies are addressed and steps are taken so that error does not occur.

**m. Delineate the conflict of interest policy for any direct provision of services for which a fee is set (OAR 411-032-0005 2 b M).**

All agency contracts are issued through an RFP process. As part of that process, respondents are required to certify that no elected official, officer, agency or employee of the County is personally interested directly or indirectly in the contract or compensation to be paid when their response is being submitted. Additionally, Section 2G of the Clackamas County personnel ordinance aligns with Oregon Revised Statute 259A.199-236, commonly referred to as “whistleblower protections.”

## SERVICE MATRIX and DELIVERY METHOD

**Instruction:** Indicate all services provided, method of service delivery and funding source. (The list below is sorted numerically by service matrix number.)

<input checked="" type="checkbox"/> <b>#1 Personal Care (by agency)</b> Funding Source: <input type="checkbox"/> OAA <input checked="" type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input checked="" type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors): Affordable Care LLC, DBA: Helping Hands Home Care; Grin-In-Home Care, LLC, DBA: Comfort Keepers Portland; Mt. Hood Home Care Services, Inc.(see Appendix F for address and phone numbers. All for profit agencies.) Note if contractor is a "for profit agency"
<input type="checkbox"/> <b>#1a Personal Care (by HCW)</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds
<input checked="" type="checkbox"/> <b>#2 Homemaker (by agency)</b> Funding Source: <input type="checkbox"/> OAA <input checked="" type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input checked="" type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors): Affordable Care LLC, DBA: Helping Hands Home Care; Grin-In-Home Care, LLC, DBA: Comfort Keepers Portland; Mt. Hood Home Care Services, Inc.(see Appendix F for address and phone numbers. All for profit agencies.) Note if contractor is a "for profit agency"
<input checked="" type="checkbox"/> <b>#2a Homemaker (by HCW)</b> Funding Source: <input type="checkbox"/> OAA <input checked="" type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds
<input type="checkbox"/> <b>#3 Chore (by agency)</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds <input type="checkbox"/> Contracted <input type="checkbox"/> Self-provided Contractor name and address (List all if multiple contractors): Note if contractor is a "for profit agency"
<input type="checkbox"/> <b>#3a Chore (by HCW)</b> Funding Source: <input type="checkbox"/> OAA <input type="checkbox"/> OPI <input type="checkbox"/> Other Cash Funds



**#4 Home-Delivered Meal**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#5 Adult Day Care/Adult Day Health**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#6 Case Management**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.; Senior Citizen's Council of Clackamas County (see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#7 Congregate Meal**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#8 Nutrition Counseling**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#9 Assisted Transportation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Affordable Care LLC, DBA: Helping Hands Home Care; Grin-In-Home Care, LLC, DBA: Comfort Keepers Portland; Mt. Hood Home Care Services, Inc.(see Appendix F for address and phone numbers. All for profit agencies.)

Note if contractor is a "for profit agency"

**#10 Transportation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#11 Legal Assistance**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Legal Aid Services of Oregon, Portland Regional Office, 921 SW Washington, Ste. 500, Portland, OR 97205

Note if contractor is a "for profit agency"

**#12 Nutrition Education**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#13 Information & Assistance**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#14 Outreach**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#15/15a Information for Caregivers**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#16/16a Caregiver Access Assistance**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#20-2 Advocacy**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#20-3 Program Coordination & Development**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#30-1 Home Repair/Modification**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#30-4 Respite Care (IIB/OPI)**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#30-5/30-5a Caregiver Respite**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

City of Lake Oswego – Lake Oswego Adult Comm. Ctr.; North Clackamas Parks & Rec-Milwaukie Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr. (see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#30-6/30-6a Caregiver Support Groups**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#30-7/30-7a Caregiver Supplemental Services**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#40-2 Physical Activity and Falls Prevention**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#40-3 Preventive Screening, Counseling and Referral**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#40-4 Mental Health Screening and Referral**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#40-5 Health & Medical Equipment**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#40-8 Registered Nurse Services**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Affordable Care LLC, DBA: Helping Hands Home Care; Grin-In-Home Care, LLC, DBA: Comfort Keepers Portland; Mt. Hood Home Care Services, Inc.(see Appendix F for address and phone numbers. All for profit agencies.)

Note if contractor is a "for profit agency"

**#40-9 Medication Management**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#50-1 Guardianship/Conservatorship**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Senior Citizens Council of Clackamas County, P.O. Box 1777, Oregon City, OR 97045

Note if contractor is a "for profit agency"

**#50-3 Elder Abuse Awareness and Prevention**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#50-4 Crime Prevention/Home Safety**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#50-5 Long Term Care Ombudsman**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#60-1 Recreation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#60-3 Reassurance**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#60-4 Volunteer Recruitment**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#60-5 Interpreting/Translation**

Funding Source: OAA OPI Other Cash Funds

Contracted Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"



**#70-2 Options Counseling**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#70-2a/70-2b Caregiver Counseling**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#70-5 Newsletter**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#70-8 Fee-based Case Management**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#70-9/70-9a Caregiver Training**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#70-10 Public Outreach/Education**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Canby Adult Center (non-profit); Estacada Community Center(non-profit); City of Gladstone-Gladstone Sr. Ctr; Hoodland Sr. Ctr. (non-profit); City of Lake Oswego-LO Adult Comm. Ctr.; North Clackamas Parks & Rec.-Milwaukie Ctr.; Foothills Community Church-Molalla Adult Comm. Ctr.; City of Oregon City-Pioneer Comm. Ctr.; City of Sandy-Sandy Sr. & Comm. Ctr.; and City of Wilsonville-Wilsonville Comm. Ctr.(see Appendix F for address and phone numbers)

Note if contractor is a "for profit agency"

**#71 Chronic Disease Prevention, Management/Education**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#72 Cash and Counseling**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#73/73a Caregiver Cash and Counseling**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#80-1 Senior Center Assistance**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#80-4 Financial Assistance**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#80-5 Money Management**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

**#Volunteer Services**

Funding Source:  OAA  OPI  Other Cash Funds

Contracted  Self-provided

Contractor name and address (List all if multiple contractors):

Note if contractor is a "for profit agency"

Area Plan Budget, Worksheet 1  
 Clackamas County Social Services (CCSS)  
 Select Budget Period

Budget by Service

(3)			(4)				(9)				
Matrix	SERVICE NAME	SERVICE TYPE	(5)	(6)	(7)	(8)	OAA				
							T III B	T III C-1	T III C-2	T III D	T III E
<b>ADMINISTRATION</b>							\$102,155	\$0	\$0	\$0	\$23,000
20-1	Area Plan Administration	Administration	C = Contract D = Direct Provision	Estimated Units	Unit Definition	Estimated Clients	\$73,679				\$23,000
20-2	AAA Advocacy	Administration					\$2,000				
20-3	Program Coordination & Development	Administration					\$26,476				
<b>ACCESS SERVICES -</b>							\$500,135	\$0	\$0	\$0	\$0
6	Case Management	Case Management	C/D	9600.00	1 hour	1400	\$135,000				
9	Assisted Transportation	Assisted Transportation	C	310.00	1 one-way trip	16					
10	Transportation	Transportation	C/D	37000.00	1 one-way trip	900	\$185,775				
13	Information & Assistance	Information and Assistance	C/D	15000.00	1 activity	1700	\$142,068				
14	Outreach	Outreach	D	600.00	1 contact	75					
40-3	Preventive Screening, Counseling, and Referral	Health Promotion and Disease Prevention	D	1000.00	1 session	3000	\$34,442				
40-4	Mental Health Screening & Referral	Health Promotion and Disease Prevention			1 session						
60-5	Interpreting/Translation	Other Services			1 hour						
70-2	Options Counseling	Information and Assistance	D	600.00	1 hour	70	\$0				
70-5	Newsletter	Outreach			1 activity						
70-8	Fee-Based Case Management	Other Services			1 hour						
70-10	Public Outreach/Education	Outreach	C	104.00	1 activity	600	\$2,850				
<b>IN-HOME SERVICES</b>							\$53,060	\$0	\$0	\$0	\$0
1	Personal Care	Personal Care	C	3157.00	1 hour	25					
1a	Personal Care - HCW	Personal Care			1 hour						
2	Homemaker/Home Care	Homemaker	C	5975.00	1 hour	40					
2a	Homemaker/Home Care - HCW	Homemaker	D	27300.00	1 hour	99					
3	Chore	Chore			1 hour						
3a	Chore - HCW	Chore			1 hour						
5	Adult Day Care/Adult Day Health	Adult Day Care/Health			1 hour						
30-1	Home Repair/Modification	Other Services			1 payment						
30-4	Respite (IIB)	Respite Care			1 hour						
40-5	Health, Medical & Technical Assistance Equip.	Health Promotion and Disease Prevention	C	350.00	1 loan/payment	40					
40-8	Registered Nurse Services	Health Promotion and Disease Prevention	C	435.00	1 hour	15					

(3)		(4)					OAA				
Matrix	SERVICE NAME	SERVICE TYPE	(5)	(6)	(7)	(8)	T III B	T III C-1	T III C-2	T III D	T III E
60-3	Reassurance	Outreach	C	1550.00	1 contact	500	\$53,060				
90-1	Volunteer Services	Other Services			1 hour						
<b>LEGAL SERVICES</b>							<b>\$20,900</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
11	Legal Assistance	Legal Assistance Development	C		1 hour		\$20,900				
<b>NUTRITION SERVICES</b>							<b>\$0</b>	<b>\$273,197</b>	<b>\$468,855</b>	<b>\$0</b>	<b>\$0</b>
4	Home Delivered Meals	Home Delivered Meals	C	172500.00	1 meal	1150			\$468,855		
7	Congregate Meals	Congregate Meals	C	59500.00	1 meal	1100		\$273,197			
8	Nutrition Counseling	Nutrition Counseling			1 session						
12	Nutrition Education	Nutrition Education	C	370.00	1 session	370					

(3)	(4)						OAA				
Matrix	SERVICE NAME	SERVICE TYPE	(5)	(6)	(7)	(8)	T III B	T III C-1	T III C-2	T III D	T III E
			Contract or Direct Provide	Estimated Units	Unit Definition	Estimated Clients					
							\$0	\$0	\$0	\$0	\$229,485
<b>FAMILY CAREGIVER SUPPORT</b>											
15	Information for Caregivers	Information for Caregivers			1 activity						
15a	Information for CGs serving Children	Information Services			1 activity						
16	Caregiver Access Assistance	Access Assistance	D	2000.00	1 contact	175					\$119,750
16-a	Caregiver Access Assistance-Serving Children	Access Assistance	D	150.00	1 contact	30					\$15,400
30-5	Caregiver Respite	Respite Care	C/D	3200.00	1 hour	90					\$47,500
30-5a	Caregiver Respite for Caregivers Serving Children	Respite Care	D	275.00	1 hour	5					\$4,705
30-6	Caregiver Support Groups	Counseling/Support Groups/Caregiver Train	D	25.00	1 session	10					\$3,000
30-6a	Caregiver Support Groups Serving Children	Counseling/Support Groups/Caregiver Train	D	12.00	1 session	3					\$400
30-7	Caregiver Supplemental Services	Supplemental Services	D	200.00	1 payment	70					\$30,500
30-7a	Caregiver Supplemental Services-Serving Childre	Supplemental Services	D	90.00	1 payment	20					\$3,230
70-2a	Caregiver Counseling	Counseling/Support Groups/Caregiver Train	D		1 client served	5					
70-2b	Caregiver Counseling-Serving Children	Counseling/Support Groups/Caregiver Train	D		1 client served	2					
70-9	Caregiver Training	Counseling/Support Groups/Caregiver Train	D	15.00	1 session	15					\$4,500
70-9a	Caregiver Training - Serving Children	Counseling/Support Groups/Caregiver Train	D	15.00	1 session	5					\$500
73	Caregiver Self-Directed Care	Self-Directed Care			1 client served						
73a	Caregiver Self-Directed Care-Serving Children	Self-Directed Care			1 client served						
<b>SOCIAL &amp; HEALTH SERVICES</b>							\$39,745	\$0	\$0	\$32,400	\$0
40-2	Physical Activity & Falls Prevention	Health Promotion and Disease Prevention	C	2500.00	1 session	100				\$26,275	
40-9	Medication Management	Health Promotion and Disease Prevention			1 session						
50-1	Guardianship/Conservatorship	Elderly Abuse Prevention	C	2740.00	1 hour	165	\$39,745				
50-3	Elder Abuse Awareness and Prevention	Elderly Abuse Prevention	C/D	50.00	1 activity	175					
50-4	Crime Pervation/Home Safety	Elderly Abuse Prevention			1 activity						
50-5	LTC Ombudsman	Elderly Abuse Prevention			1 payment						
60-4	Volunteer Recruitment	Other Services			1 placement						
60-1	Recreation	Other Services			1 hour						
71	Chronic Disease Prevention, Management & Ed	Health Promotion and Disease Prevention	D	250.00	1 session	40				\$6,125	
72	Self-Directed Care	Self-Directed Care			1 client served						

(3)	(4)					OAA					
Matrix	SERVICE NAME	SERVICE TYPE	(5)	(6)	(7)	(8)	T III B	T III C-1	T III C-2	T III D	T III E
80-1	Senior Center Assistance	Other Services			1 center served						
80-4	Financial Assistance	Other Services			1 contact						
80-5	Money Management	Other Services		2820.00	1 hour	94					
80-6	Center Renovation/Acquisition	Other Services			1 center acqrd/renovated						
901	Other (specify)	Other Services									
901	Other (specify)	Other Services									
901	Other (specify)	Other Services									
901	Other (specify)	Other Services									
<b>GRAND TOTAL</b>							<b>\$715,995</b>	<b>\$273,197</b>	<b>\$468,855</b>	<b>\$32,400</b>	<b>\$252,485</b>

# Category

	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
T VII	OAA Total	NSIP	OPI	provided Funds	Other Cash Funds	Total Funds	Cost Per Unit	Comments Explanation
\$0	\$125,155	\$0	\$35,825	\$0	\$0	\$160,980		
	\$96,679		\$35,825			\$132,504		
	\$2,000					\$2,000		
	\$26,476					\$26,476		
\$0	\$500,135	\$0	\$278,750	\$0	\$1,511,142	\$2,290,027		
	\$135,000		\$275,000		\$150,000	\$560,000	\$58.33	
	\$0		\$3,750			\$3,750	\$12.10	
	\$185,775				\$1,200,000	\$1,385,775	\$37.45	
	\$142,068				\$99,142	\$241,210	\$16.08	
	\$0					\$0	\$0.00	
	\$34,442					\$34,442	\$34.44	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0				\$62,000	\$62,000	\$103.33	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$2,850					\$2,850	\$27.40	
\$0	\$53,060	\$0	\$713,550	\$0	\$15,000	\$781,610		
	\$0		\$78,050			\$78,050	\$24.72	
	\$0					\$0	#DIV/0!	
	\$0		\$140,000			\$140,000	\$23.43	
	\$0		\$475,000			\$475,000	\$17.40	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0				\$15,000	\$15,000	\$42.86	
	\$0		\$20,500			\$20,500	\$47.13	



		(11)	(12)	(13)	(14)	(15)	(16)	(17)
T VII	OAA Total	NSIP	OPI	provided Funds	Other Cash Funds	Total Funds	Cost Per Unit	Comments Explanation
	\$53,060					\$53,060	\$34.23	
	\$0					\$0	#DIV/0!	
\$0	\$20,900	\$0	\$0	\$0	\$0	\$20,900		
	\$20,900					\$20,900	#DIV/0!	
\$0	\$742,052	\$172,200	\$0	\$0	\$0	\$914,252		
	\$468,855	\$108,796				\$577,651	\$3.35	
	\$273,197	\$63,404				\$336,601	\$5.66	
	\$0					\$0	#DIV/0!	
	\$0					\$0	\$0.00	

		(11)	(12)	(13)	(14)	(15)	(16)	(17)
T VII	OAA Total	NSIP	OPI	provided Funds	Other Cash Funds	Total Funds	Cost Per Unit	Comments Explanation
\$0	\$229,485	\$0	\$0	\$0	\$0	\$229,485		
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$119,750					\$119,750	\$59.88	
	\$15,400					\$15,400	\$102.67	
	\$47,500					\$47,500	\$14.84	
	\$4,705					\$4,705	\$17.11	
	\$3,000					\$3,000	\$120.00	
	\$400					\$400	\$33.33	
	\$30,500					\$30,500	\$152.50	
	\$3,230					\$3,230	\$35.89	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$4,500					\$4,500	\$300.00	
	\$500					\$500	\$33.33	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
\$4,561	\$76,706	\$0	\$0	\$66,945	\$310,111	\$453,762		
	\$26,275			\$45,300		\$71,575	\$28.63	
	\$0					\$0	#DIV/0!	
\$4,561	\$44,306				\$99,965	\$144,271	\$52.65	
	\$0				\$52,346	\$52,346	\$1,046.92	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$6,125			\$18,000		\$24,125	\$96.50	
	\$0					\$0	#DIV/0!	

		(11)	(12)	(13)	(14)	(15)	(16)	(17)
T VII	OAA Total	NSIP	OPI	provided Funds	Other Cash Funds	Total Funds	Cost Per Unit	Comments Explanation
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0				\$157,800	\$157,800	\$55.96	
	\$0					\$0	#DIV/0!	
	\$0			\$3,645		\$3,645	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
	\$0					\$0	#DIV/0!	
<b>\$4,561</b>	<b>\$1,747,493</b>	<b>\$172,200</b>	<b>\$1,028,125</b>	<b>\$66,945</b>	<b>\$1,836,253</b>	<b>\$4,851,016</b>		

## Cash Match/In-kind Match

	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
SOURCE OF OAA CASH & INKIND MATCH FUNDS <i>Be descriptive (e.g. Donated dining space @ SC)</i>	Admin. Cash Match	Admin. Inkind Match	III B & C Cash Match	III B & C Inkind Match	OAA III E Cash Match	III E Inkind Match	TOTAL Cash Match	TOTAL Inkind Match	
County General Fund	\$32,893		\$45,392		\$66,495		\$144,780	\$0	
Contractor Provided In-Kind (Local & State Funds)				\$118,052		\$10,000	\$0	\$128,052	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
							\$0	\$0	
<b>Column Totals:</b>	<b>\$32,893</b>	<b>\$0</b>	<b>\$45,392</b>	<b>\$118,052</b>	<b>\$66,495</b>	<b>\$10,000</b>	<b>\$144,780</b>	<b>\$128,052</b>	

(12)	(13)
SOURCE OF MEDICAID LOCAL MATCH FUNDS	TOTAL
<b>Column Totals:</b>	<b>\$0</b>

**Notes/Comments**


# Medicaid/OAA/OPI Staffing Plan

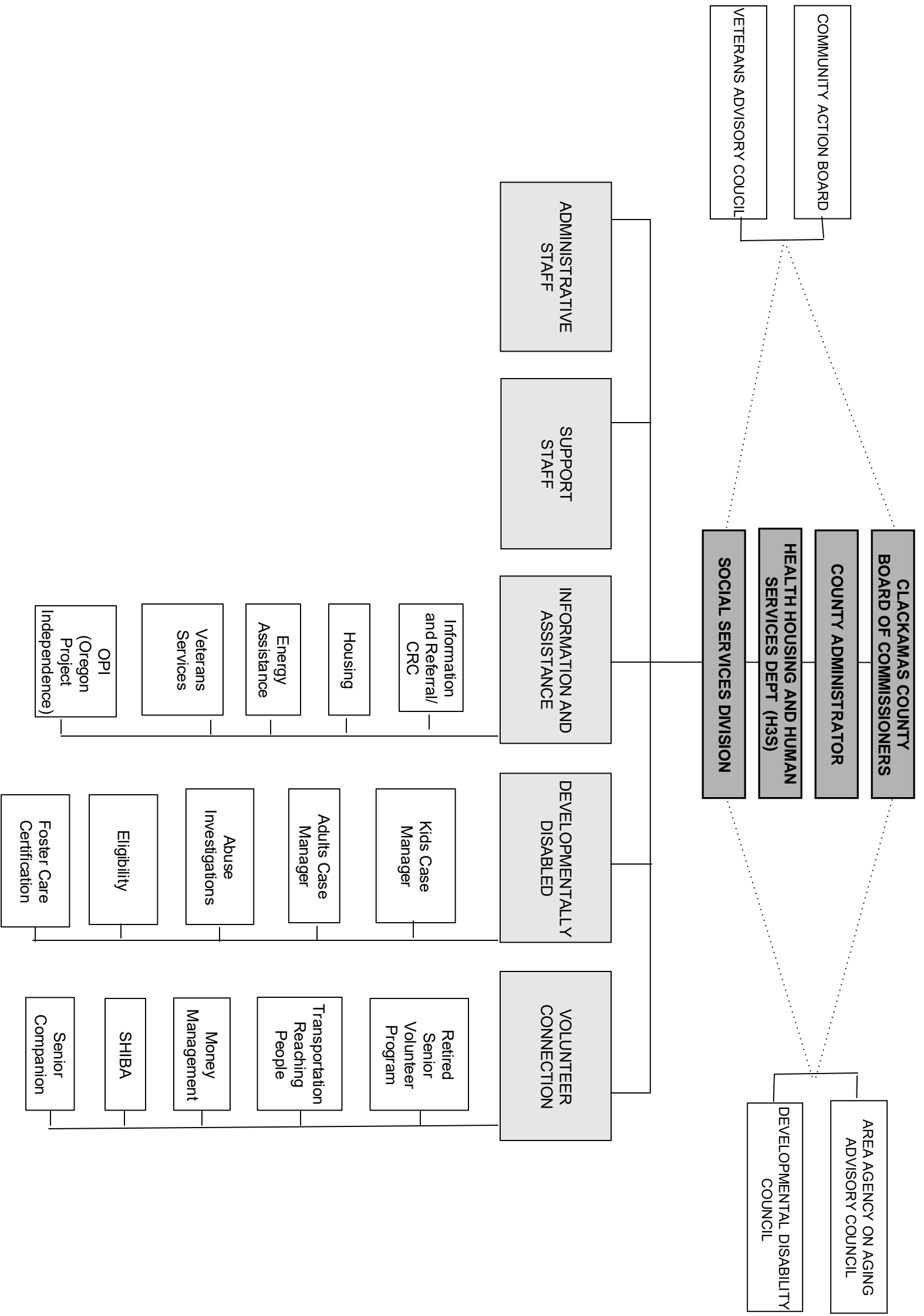
ADMINISTRATIVE POSITIONS												Breakout of funding sources											
(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)												
Position Title	FTE Worked	Annual Salary (excludes OPE)	Annual OPE	Total Salary + OPE	OAA Funds	OPI Funds	Other Funds	Medicaid Funds Regular Allocation	Medicaid Funds Local Match	Medicaid Matched by Local Funds	Total												
Director	0.50	\$139,407	\$81,374	\$220,781			\$220,781				\$220,781												
Administrative Services Manager	0.25	\$119,595	\$62,097	\$181,692			\$181,692				\$181,692												
Human Services Manager	1.26	\$205,716	\$106,855	\$312,571	\$153,043	\$35,825	\$123,703				\$312,571												
Management Analyst Sr	0.25	\$80,208	\$49,965	\$130,173			\$130,173				\$130,173												
Management Analyst 2	1.00	\$77,916	\$49,383	\$127,299			\$127,299				\$127,299												
Policy Analyst	0.25	\$77,287	\$58,855	\$136,142			\$136,142				\$136,142												
Office Specialist 1	0.15	\$43,183	\$32,830	\$76,013			\$76,013				\$76,013												
Office Specialist 2	0.50	\$49,031	\$45,382	\$94,413			\$94,413				\$94,413												
Administrative Specialist 1	0.35	\$47,611	\$49,195	\$96,806			\$96,806				\$96,806												
Administrative Specialist 2	0.15	\$65,364	\$33,465	\$98,829			\$98,829				\$98,829												
				\$0							\$0												
				\$0							\$0												
				\$0							\$0												
				\$0							\$0												
				\$0							\$0												
<b>ADMINISTRATIVE TOTAL</b>	<b>4.66</b>	<b>\$905,318</b>	<b>\$569,401</b>	<b>\$1,474,719</b>	<b>\$153,043</b>	<b>\$35,825</b>	<b>\$1,285,851</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,474,719</b>												

DIRECT SERVICES POSITIONS												Breakout of funding sources											
Position Title	FTE Worked	Annual Salary (excludes OPE)	Annual OPE	Total Salary + OPE	OAA Funds	OPI Funds	Other Funds	Medicaid Funds Regular Allocation	Medicaid Funds Local Match	Medicaid Matched by Local Funds	Total												
I&R Specialist 1	0.4	\$40,096	\$31,754	\$71,850	\$28,740		\$43,110				\$71,850												
I&R Specialist 2	0.21	\$55,558	\$38,257	\$93,815	\$19,701		\$74,114				\$93,815												
Program Aide 1	0.41	\$43,334	\$43,402	\$86,736	\$35,562		\$51,174				\$86,736												
Program Aide 2	0.3	\$48,328	\$27,737	\$76,064	\$22,819		\$53,245				\$76,064												
Human Services Assist	1.88	\$138,195	\$76,491	\$214,686	\$124,881		\$89,805				\$214,686												
Human Services Coordinator 1	0.31	\$50,824	\$39,475	\$90,299	\$28,876		\$61,423				\$90,299												
Human Services Coordinator 2	1.41	\$213,086	\$120,002	\$333,089	\$160,827		\$172,262				\$333,089												
Case Manager Aid	1	\$49,984	\$35,963	\$85,947		\$85,947	\$0				\$85,947												
Case Manager	4.45	\$236,509	\$134,508	\$371,016	\$45,846	\$269,136	\$56,035				\$371,016												
Case Manager Sr.	0.5	\$63,419	\$50,365	\$113,784		\$56,892	\$56,892				\$113,784												
				\$0							\$0												
				\$0							\$0												
				\$0							\$0												
<b>DIRECT SERVICES TOTAL</b>	<b>10.87</b>	<b>\$939,333</b>	<b>\$597,953</b>	<b>\$1,537,287</b>	<b>\$467,252</b>	<b>\$411,975</b>	<b>\$658,060</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,537,287</b>												
<b>GRAND TOTAL</b>	<b>15.53</b>	<b>\$1,844,651</b>	<b>\$1,167,354</b>	<b>\$3,012,005</b>	<b>\$620,295</b>	<b>\$447,800</b>	<b>\$1,943,910</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,012,005</b>												

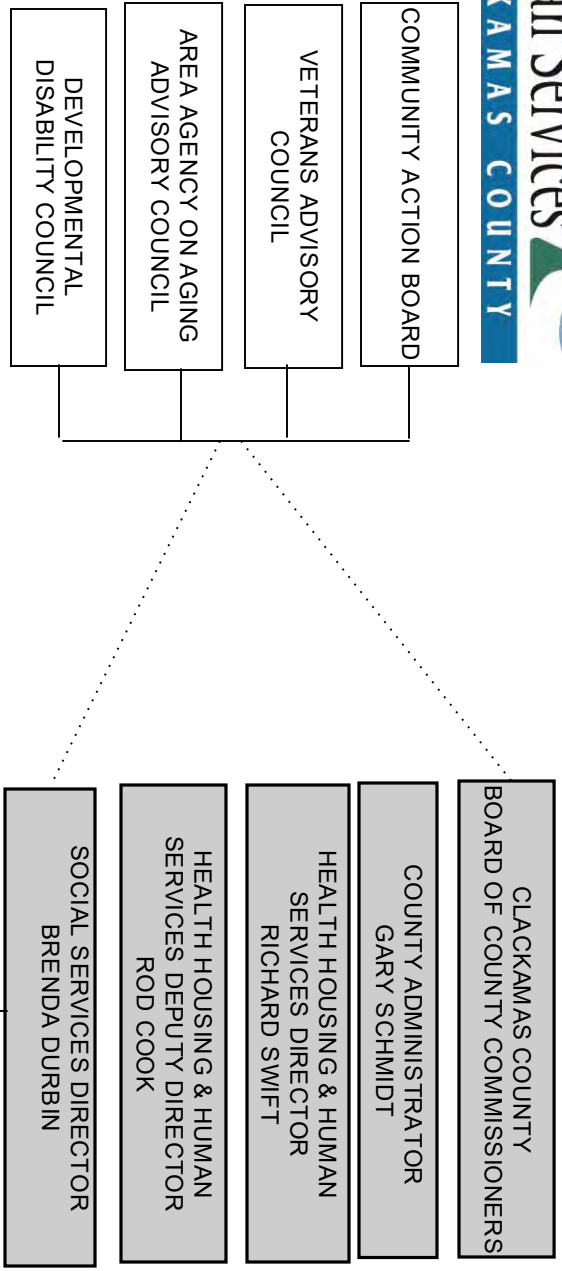


## **APPENDICES**

- A Organizational Chart
- B Advisory Council and Governing Body
- C Public Process
- D Final Update on Accomplishments from 2017-2020 Area Plan
- E Emergency Preparedness Plan
- F List of Designated Focal Points
- G Partner Memorandums of Understanding
- H Statement of Assurances and Verification of Intent







HUMAN SERVICES SUPERVISOR-DD STACIE MULLINS-QA		1.0 FTE
Anand, A	Case Manager	(1.0)
Stuck A	Case Manager	(1.0)
Brown-Quinn, S	Case Manager	(1.0)
Curo, C	Case Manager	(1.0)
<b>Vacant</b>	Mgmt Analyst 1	(1.0)
Moro, S	Case Manager	(1.0)
McNicholas, K	Case Manager	(1.0)
Zullo, P	Sr. Case Manager	Temp
<b>Vacant</b>	Sr. Case Manager	Temp
Lanxon, M	Case Manager	Temp
		7.0 FTE

HUMAN SERVICES SUPERVISOR <b>VACANT</b>		1.0 FTE
Schmelling, T	Management Anal 2	(1.0)
Corona, B	Admin Specialist 2	(1.0)
Hart, J	Admin Specialist 2	(1.0)
Frogner, M	Program Aide 2	(1.0)
<b>Vacant</b>	Admin Specialist 1	(1.0)
		5.00

DD FTE	80.53
TEMPS	3.00
PAGE 2 OF 2	
TOTAL FTE ALL PAGES	148.93
TEMPS	46.60

HUMAN SERVICES MANAGER KIM COTA		1.0 FTE
Hanton, T	Sr. Case Manager	(1.0)
Daves, L	Abuse Investigator	(1.0)
Pollard, B	Abuse Investigator	(1.0)
<b>Vacant</b>	Abuse Investigator	(1.0)
Gelfand, B	Abuse Investigator	(1.0)
Robertson, N	Licensing Comp Spec	(1.0)
<b>Vacant</b>	Licensing Comp Spec	(1.0)
Watson, I	Licensing Comp Spec	(1.0)
	Case MGR Aide	(1.0)
		8.00 FTE

HUMAN SERVICES SUPERVISOR-DD RESIDENTIAL-KIDS AMANDA MOORE WITTER		1.0 FTE
Cady, M	Sr. Case Manager	(1.0)
Thomas, K (Deming)	Sr. Case Manager	(1.0)
Crace, B	Case Manager	(1.0)
Steffen, L	Case Manager	(1.0)
Steph, B	Case Manager	(1.0)
Ramos, E	Case Manager	(1.0)
Engstrom, M	Case Manager	(1.0)
Swoffard, J	Case Manager	(1.0)
Cannon, T	Case Manager	(1.0)
Renard, M	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
		12.00 FTE

HUMAN SERVICES SUPERVISOR-DD KASSANDRA LESTER -KIDS		1.0 FTE
<b>Vacant</b>	Sr. Case Manager	(1.0)
Aswad, S	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
Linscott, N.	Case Manager	(1.0)
Karst, D	Case Manager	(1.0)
Myers, C	Case Manager	(.53)
Struthers, L	Case Manager	(1.0)
Garcia, P	Case Manager	(1.0)
Calderon, N	Case Manager	(1.0)
Armstrong, R	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
		11.53 FTE

HUMAN SERVICES SUPERVISOR-DD MELISSA LYMBURNER-IN HOME		1.0 FTE
Gage, C	Sr. Case Manager	(1.0)
Corona, S	Case Manager	(1.0)
Tom, David	Case Manager	(1.0)
Johnson, J	Case Manager	(1.0)
Weber, J	Case Manager	(1.0)
Butler, A	Case Manager	(1.0)
Hollifield, M	Case Manager	(1.0)
Cunningham, M	Case Manager	(1.0)
Walker, J	Case Manager	(1.0)
Gramlich, R	Case Manager	(1.0)
Trask, B	Case Manager	(1.0)
Robinson, A	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
		14.0 FTE

HUMAN SERVICES SUPERVISOR-DD SARAH BRIGGS-ADULT		1.0 FTE
Sadler, D	Sr. Case Manager	(1.0)
Hiser, A	Case Manager	(1.0)
Koolman, L	Case Manager	(1.0)
McIntyre, S.	Case Manager	(1.0)
Olson, S	Case Manager	(1.0)
Watts, B.	Case Manager	(1.0)
Loberg, G	Case Manager	(1.0)
Good, M	Case Manager Aide	(1.0)
Bowen, K	Case Manager	(1.0)
Cloutier, R	Case Manager	(1.0)
Parkin, A	Case Manager	(1.0)
Frakes, R	Case Manager	(1.0)
Wade, C	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
<b>Vacant</b>	Case Manager	(1.0)
		16.00 FTE



## APPENDIX B: Governing Body & Advisory Council

### AGENCY'S GOVERNING BODY

Agency's Governing Representative Name & Contact Information	Date Term Expires (if applicable)	Title/Office (if applicable)
Tootie Smith	12/31/24	Chair, County Commissioner
Sonya Fischer	12/31/22	County Commissioner
Paul Savas	12/31/22	County Commissioner
Martha Schrader	12/31/24	County Commissioner
Mark Shull	12/31/24	County Commissioner

Name & Contact Information	Date Term Expires	Category of Representation
Breiling, Mary 17685 S. Holly Lane Oregon City, OR 97045	N/A Emeritus Member	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Burns, Ellen 7550 Charolais Court Gladstone, OR 97027	6/30/2021	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
DeLair, Susan 24073 S Ridge Road Beavercreek, OR 97004	6/30/2021	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input checked="" type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input type="checkbox"/> Under 60
Durham, Laraine 1571 Boca Ratan Lake Oswego, OR 97034	6/30/2021	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Foley, Mike 6411 SE Jennings Avenue Milwaukie, OR 97267	6/30/2021	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Disabled
Jill Frankie	6/30/2023	<input type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input checked="" type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60

Gettmann, Linda 34793 SE Kelso Road Boring, Oregon 97009	6/30/2023	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Graebert-Rodriquez, Gabriele 170 Linn Ave. Oregon City, OR 97045	6/30/2023	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Helm, Anna 12705 SE River Road 603E Portland, OR 97222	6/30/2023	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Hoeschen, Dan 21850 SW Ribera Lane West Linn, OR 97068	6/30/2021	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Koehrsen, Glenn 15144 S. Graves Rd. Mulino, OR 97042	6/30/2022	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Service provider <input checked="" type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Lorton, Marge 18003 SE Blanton Street Milwaukie, OR 97267	6/30/2021	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Disabled
Meader, Anne 12460 Crisp Drive Oregon City, OR 97045	6/30/2021	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Norton, Sonya 6328 SE Molt Street Milwaukie, OR 97267	6/30/2023	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Olson, Eric 14491 S Griffith Lane Mulino, OR 97042	6/30/2022	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input checked="" type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Parker, Michael 2790 Sunset Ave West Linn, OR 97068	6/30/2022	<input type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60

Razon-Lumetta, Shella 2050 Riverknoll Court West Linn, OR 97068	6/30/2021	<input type="checkbox"/> 60+ y/o <input checked="" type="checkbox"/> Minority <input type="checkbox"/> Rural <input checked="" type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Under 60
Sargent, Jeff 16560 S Archer Drive Oregon City, OR 97045	6/30/21	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Seitz, Virginia 4591 SE Logus Road Milwaukie, OR 97222	6/30/21	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public
Zambetti, Peter 889 Risley Gladstone, OR 97027	6/30/2023	<input checked="" type="checkbox"/> 60+ y/o <input type="checkbox"/> Minority <input type="checkbox"/> Rural <input type="checkbox"/> Service provider <input type="checkbox"/> Veteran <input type="checkbox"/> Family Caregiver <input type="checkbox"/> Elected official <input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Disabled

## **APPENDIX C: Area Plan Public Process**

### **Written & Online Community Survey**

Paper and online surveys (in English, Russian and Spanish) were widely distributed throughout the county in May-June 2019. Distribution sites included ADP offices, libraries, senior centers, county health clinics, county social services reception area, and with CCSS customer satisfaction surveys. The survey was highlighted in the city of Wilsonville newsletter. The link to the online survey was disseminated through the county's multiple social media channels and emailed to county resident email lists. Residents were also offered the option of completing the survey over the phone will speaking with a volunteer. In total, 730 people completed the survey, with two people completing the survey in Spanish.

### **Focus Groups**

An overview of the Area Plan was presented at all meetings, including why the Plan is required. Participants were asked a series of questions that provided deeper understanding of key issues raised by survey respondents.

Older Adults Focus Group – Unpaid Family Caregivers

Location: Clackamas County Public Services Building

Date: 10/15/2019

Number in Attendance: 7. Number of 60 y/o+: 7

Older Adults Focus Group – LBGTQ Community Members

Location: Rose Villa Senior Living Community

Date: 10/29/2019

Number in Attendance: 5. Number of 60 y/o+: 5

Older Adults Focus Group – Russian-speaking County Residents

Location: Clackamas County Public Services Building

Date: 10/30/2019

Number in Attendance: 11. Number of 60 y/o+: 11

Older Adults Focus Group – Rural County Residents

Location: County Public Services Building

Date: 11/21/2019

Number in Attendance: 6. Number of 60 y/o+: 6

## **Listening Sessions**

Clackamas County Social Services conducted listening sessions to gather community input. An overview of Older Adult Services in the county was given and participants were able to share their perspectives about the services, their needs and their concerns.

Listening Session – Governor’s Commission on Senior Services Meeting

Location: West Linn Adult Community Center

Date: 6/13/2019

Number in Attendance: 25-30

Listening Sessions: Asian Health and Services Center

Four sessions; presented and facilitated in Korean, Vietnamese, Mandarin and Cantonese

Date: 6/7/2017

Number in Attendance: 80

## **Public Meeting**

A public meeting was held to present the draft 2021-2025 Area Plan and solicit feedback from the community on plan elements. The meeting was held via Zoom due to COVID-19 gathering restrictions.

Date: 1/14/2021

Number in Attendance: 12

## **APPENDIX D: Final Updates on Accomplishments from 2017-2020 Area Plan**

### **C – 1 Information and Assistance Services and Aging & Disability Resource Connection (ADRC)**

**Profile:** The older adult population continues to be a growing segment of the United States population. In fact, more people were 65 years and over in 2010 than in any previous census. According to the Census Bureau, the population 65 years and over increased at a faster rate than the total US population between 2000 and 2010. It is estimated that by that by 2050, one American in 20 will be 85 years or older, compared to one in 100 today. The number of people in Clackamas County ages 60 to 64 increased by 2,909 people since the last Area Plan (2010 Census), from 6.6 percent to 7.1 percent. During that same time period, the number of persons aged 65 to 69 increased by from 4.6 percent to 5.7 percent.

Many older adults, younger disabled adults and their family members, caregivers and advocates are unsure where to turn when they are faced with increasing needs associated with aging and disability. The Area Plan survey shows that 17.11% of respondents seldom or never don't know who to call when help is needed. The Clackamas County Aging and Disability Resource Connection (ADRC) was created in 2010 to provide a No Wrong Door infrastructure that serves all populations needing access to long term service and supports, regardless of age, ability, income or resources. The ADRC assists with streamlined access to home and community supports and services for consumers of all ages, income and abilities and their support networks. Through integration or coordination of existing service systems, the ADRC raises the visibility about the full range of options that are available, provides objective and trusted information, advice, counseling and assistance, empowers people to make informed decisions about their long term supports, and helps people more easily access public and private long term supports and services.

The components of an ADRC include specialized information and assistance (I&A) including a self-service component, options counseling, healthy aging opportunities, streamlined eligibility determination for public assistance, continuous quality improvement activities and care transitions supports.

The mission of the Clackamas County ADRC is to provide respectful and responsive services to consumers, with an emphasis placed on self-determination, self-direction and consumer preference. The ADRC provides expert and cost-effective pre-crisis planning for long-term needs to consumers, while acknowledging and considering needs, values, cultures and diverse backgrounds. Although the Clackamas County-based program serves anyone who requests assistance, the Clackamas County program's primary population is older adults and persons with disabilities. Additionally, ADRC consumers are individuals who may not be eligible for Medicaid, but who cannot afford or are not inclined to pay for this type of service from the private sector. Many of the services provided are short term and informational in nature. More intensive and comprehensive person-centered options counseling services are provided to those actively seeking assistance in either planning for or addressing a change in their personal or financial circumstances.

The Clackamas ADRC is composed of Information and Referral Specialists, Case Managers and Options Counselors providing a range of services and assistance to consumers. Clackamas County Social Services' Veterans Service Office and Volunteer Connection are also part of the ADRC. The Clackamas ADRC also works closely with many of our community partners throughout the area, including area Senior Centers, The Department of Human Services Aging and People with Disabilities, Senior Citizens Council and various providers of behavioral health services. Relationships have also been developed with hospitals, other medical providers and private entities such as long-term care communities, which provide key resources to older adults and persons with disabilities. An active local and regional advisory committee exists to serve our community and advocate on behalf of Clackamas County residents.



Clackamas County Social Services supports the statewide ADRC initiative and participates with Area Agencies on Aging in Columbia, Multnomah and Washington Counties and local hospital systems on ADRC readiness activities, marketing activities and quality assurance activities.

The Clackamas ADRC's sustainability framework includes the prioritized use of two funding sources, Older American's Act IIIB and the Community Services Block Grant to support the Information and Referral component of the ADRC. In addition, Clackamas County has participated in the Medicaid screening pilot, and expects to have a contract with the state for Medicaid claiming in fiscal year 2016/17.

**Problem/Need Statement:**

Feeding America reports that 12.6 percent of Clackamas County residents were food insecure in 2013. This means that almost 48,000 people, more than the population of Oregon City, either skipped a meal or had to reduce their portion. Food insecurity affects physical, mental and emotional health, which in turn can have negative consequences for economic opportunities and social interactions. Lack of adequate fruits, vegetables and whole grains has been linked with increased risk of obesity, chronic diseases, impaired cognitive functioning and other health complications. Food insecurity affects all ages, but some groups are at higher risk. Older adults may face food insecurity due to having a fixed income and higher healthcare costs than the general population. Many older adults rely on home delivered meals, as well as congregate meals. According to the National Council on Aging's Report *SNAP in Older Adults*, there are many qualified older adults in need of SNAP that do not apply. Reasons for this include a false belief that they will be taking resources away from someone who needs it more, a complicated application process, assumption that they will not qualify, and stigma of government support, among others. In 2014, only 8.4 percent of the total older adult population living below the poverty line in Clackamas County receive SNAP.

People with disabilities are also at risk of food insecurity and are more likely to suffer from chronic conditions that are made worse by poor nutrition. The US Census Bureau reports that 11.52 percent of Clackamas County residents have a disability, that's 43,647 people. Food insecurity disproportionately affects people of color, as does poverty. For example, the US Census Bureau reports that African Americans comprise about 1 percent of the county's population, but represent 22.4 percent of families that are living in poverty. Migrant and seasonal farmworkers experience especially high rates of food insecurity. This is attributed to several factors, including living in a "food desert", low participation in programs such as SNAP, limited English proficiency, and lack of transportation.

**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** Increase community knowledge, understanding, awareness of and access to ADRC programs, services, resources, and population served in Clackamas County.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
<p>Increase number of contacts made to ADRC by 10% each calendar year.</p> <p>The percentage of consumers from under-served or under-represented communities accessing ADRC services is equal to or greater than the percentage of those populations in the over-60 population of Clackamas County.</p>	<ul style="list-style-type: none"> <li>All ADRC printed materials are available in English, Spanish and Russian</li> <li>At least twice yearly, topics covered at the bi-monthly ADRC I&amp;R Networking meeting will include topics meaningful and impactful to agencies providing services to under-served and/or under-represented communities.</li> <li>At least quarterly, ADRC staff will attend outreach events where individuals from communities of color, members from the LGBTQ community, and/or members from Eastern European communities will be in attendance.</li> <li>Identify ADRC champions from members of communities of color, the LGBTQ community, and Eastern European communities to assist with raising awareness and outreach for the ADRC.</li> <li>Implement one alternative method for consumers contacting the ADRC.</li> <li>As vacancies occur, increase representation in ADRC workforce which can appropriately communicate and address the cultural diversity of</li> </ul>	ADRC Program Supervisor	1/1/17	1/1/18	<p>ADRC contacts increased by 44% in FY 16/17. ADRC contacts decreased by 1% in FY 17-18</p> <p>During the FY 16/17, the ADRC had a dedicated GK and Outreach Coordinator for the last six months of the FY. This position provided much needed outreach and education, and raised awareness of ADRC services. Funding did not exist in FY 17/18 for these services. As of February 2019, there are dedicated funds now available for 12 months to fund this body of work once again.</p> <p>In FY 2018-19, the number of contacts decreased by 14% from the previous year. However the average number of calls per month increased significantly (from 155/month in the</p>
		ADRC Staff & Program Supervisor	1/1/17	12/31/2020	
		ADRC Staff & Program Supervisor	1/1/17	12/31/2020	
		Agency Director, ADRC Staff & Program Supervisor	1/1/17	6/30/18	
		ADRC Program Supervisor	6/30/17	6/30/18	
ADRC Program Supervisor	1/1/17	12/31/2019			

the population in Clackamas County.

first 8 months to 204/month in the last 4 months) after more outreach was conducted in the community.

In FY2019-20, the number of contacts decreased by 9% from the previous year. This is likely due to the transition from a live answer service to a message service at the onset of the COVID-19 pandemic. While staff diligently worked to return all messages left by consumers seeking assistance, the team experienced a high number of missed connections with callers. This may be due to callers being hesitant to answering return calls from an unknown number.

The percentage of consumers from under-served or under-represented communities accessing ADRC services exceeded the objective in FY 16/17 in the following populations:  
Black/African American, American Indian/Alaska Native, Native

Hawaiian/Pacific Islander, and Hispanic. The objective is not met for Asian and Multiple/Other populations.

The percentage of consumers from under-served or under-represented communities accessing ADRC services exceeded the objective in FY 17/18 in the following populations:  
Black/African American, American Indian/Alaska Native, Multiple/Other, and Hispanic populations. The objective is not met for Asian and Native Hawaiian/Pacific Islander populations.

The ADRC continues to seek opportunities to partner with culturally-specific community providers, to increase awareness and understanding of ADRC services in Clackamas County.

-ADRC and OC brochures are now available in seven different languages. Additionally, program summaries for CCSS services are available in Spanish, Vietnamese, Korean, Simple Chinese and Mandarin.

				<p>-In 2017, I&amp;R Networking Meetings were focused on topics and presenters that aligned with outcomes from regional Systems Coordination Conference held in 2016. In 2018, the ADRC staff and program supervisor will focus on topics/presents that are meaningful and impactful to providers serving under-served and/or under-represented communities.</p> <p><i>In 2018, ADRC staff provided presentations and information sessions on the following topics: Elder Rental Assistance Program, Get Trained to Help, the Loneliness Project, Food/Nutrition Programs in Clackamas County, serving LGBT Elders, Zero Suicide Listening Session for Older Adult Population and Providers.</i></p> <p>-staff have attended the following events in 2017: The Hispanic Inter-Agency Networking Team events, Latino Festival, Bridging Cultures Community Picnic, Asian Health and Service Center Health Fair. Additionally, Intentional Listening sessions were hosted in partnership with the SAGE Metro and Asian</p>
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health and Service Center in 2017.

*Staff attended the following culturally-specific community events in 2018: Bridging Cultures Community Picnic, Asian Health and Service Center Health Fair, Latino Festival.*

-As part of professional development plans, several staff have included activities where outreach to culturally-specific communities is part of their 1-3 year goals.

-we are currently in the process of establishing a contract with a Text-Talk provider for the Clackamas ADRC. We anticipate this process to be complete by June 2018. *The ADRC continues to work on implementing a texting platform for consumers to connect with the ADRC. We anticipate this process to be complete by June 2019.*

-We have not had vacancies in the ADRC in 2017.

*The ADRC is currently recruiting for an Information and Referral Specialist I position, with a minimum qualification of the candidate being bilingual in Spanish, Russian or a SE Asian language.*

					<p>In FY 2018-19, the percentage of consumers who identified as Black/African American, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, and Hispanic all increased over FY 2017-18. The percentage of consumers who identified as Asian and Multiple Races/Other did not increase over the prior year.</p> <p><u>In FY 2019-20, the percentage of consumers who identified as Hispanic. The percentage of Black/African American, American Indian/Native American and Hispanic callers was higher than the percentage of those groups living in poverty in the county.</u></p>
<p>Client satisfaction surveys will show no difference in a client’s experience of ADRC services based on client’s racial or ethnic background, or inclusion in any special population group (Veterans, ID/DD, or other populations with unique needs).</p>	<ul style="list-style-type: none"> <li>• All ADRC staff will attend at least two trainings each year that are focused on services to special populations.</li> <li>• All existing and new employees will attend Assertive Engagement and/or Person-Centered Approach Training.</li> <li>• All existing and new employees will complete cultural competency and responsiveness training.</li> </ul>	<p>ADRC Staff and Program Supervisor</p> <p>ADRC Staff and Program Supervisor</p> <p>ADRC Staff and Program Supervisor</p>	<p>1/1/17</p> <p>1/1/17</p> <p>1/1/17</p>	<p>12/31/2020</p> <p>12/31/2018</p> <p>12/31/2018</p>	<p>-9 staff attended 10 distinct trainings/conferences/events/webinars that were focused on services to special populations. <i>In 2018, 7 staff attended 11 distinct trainings/conferences/events/webinars that were focused on services to special populations.</i></p> <p>-All current FTE have attended Assertive Engagement Training. <i>New 2018 staff will attend Assertive Engagement</i></p>

				<p><i>Training within the first year of their employment.</i></p> <p>-The Diversity training is no longer available at Clackamas County. The ADRC team will continue to explore training opportunities around cultural competency and responsiveness training.</p> <p>Regional changes in the client satisfaction evaluation has delayed this objective. Plans to revisit this in July 2018. <i>The State's Community Supports and Services Division will be partnering with Portland State University to conduct a statewide customer satisfaction survey in early 2019. Survey results should be available in the Spring of 2019.</i></p> <p>New client satisfaction survey process has been established. Baseline data will be collected and analyzed for FY 18-19.</p> <p>In FY 2018-19, client satisfaction results for all older adult programs showed no disparities between White respondents and respondents who</p>
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					identified with a race or ethnic background other than White.
<p>Increase number of eligible and complete referrals from ADRC to Medicaid screeners by 10% each year.</p> <p>Increase number of non-Medicaid eligible clients warm-transferred from Medicaid screeners to ADRC by 10% each year.</p>	<ul style="list-style-type: none"> <li>Establish a feedback and review process to improve quality of Medicaid referrals</li> <li>All new callers to the ADRC will be offered the opportunity for Medicaid pre-screening.</li> <li>Sign a Memorandum of Understanding with APD to establish agreements for referrals to and from ADRC.</li> </ul>	<p>ADRC Program Supervisor</p> <p>ADRC Staff and Program Supervisor</p> <p>ADRC Program Supervisor and Agency Director</p>	<p>6/30/17</p> <p>1/1/17</p> <p>6/30/17</p>	<p>6/30/18</p> <p>12/31/2020</p> <p>6/30/18</p>	<p>Increase in number of eligible and complete referrals from ADRC to Medicaid screeners exceeded 10%. Exact number unknown due to system change and lost data.</p> <p>The number of eligible and complete referrals made to Medicaid screeners increased by 18.4% from FY15-16 to FY 17-18.</p> <p><i>This increase is likely due to better tracking mechanisms put in place, allowing ADRC supervisor to track referrals to Medicaid and outcome of referrals.</i></p> <p>In FY 2018-19, the number of eligible and complete referrals from ADRC to Medicaid screeners declined by 40% from the prior year.</p> <p><u>In FY 2019-20, the number of eligible and complete referrals from ADRC to Medicaid screeners increased significantly from 27 the prior year to 104 this year.</u></p>

Number of non-Medicaid eligible clients warm-transferred from Medicaid screeners to ADRC increased by 4.5% in FY 16-17.

Number of non-Medicaid eligible clients warm-transferred from Medicaid screeners to ADRC decreased by 16.1% in FY 17-18.

*This could again be due to the fact that there has not been a dedicated staffing available to conduct ADRC outreach/education. An ADRC overview is provided regularly at APD new employee orientations. However, these occur quarterly, and the ADRC lacked capacity in 2018 to do more targeted outreach w/ APD partners.*

-Ongoing discussions continue with our local Medicaid intake unit to ensure referrals being sent to their office are appropriate. ADRC staff have implemented a template to ensure all necessary information is collected and shared w/ APD.

-Medicaid screening by ADRC staff is offered to

					<p>all callers when appropriate.</p> <p>In FY 2018-19, the number of non-Medicaid eligible clients warm-transferred from Medicaid screeners to ADRC decreased by 40% from the prior year.</p> <p>The ADRC did receive 85 referrals from the Property Tax Deferral program of DHS.</p> <p><u>In FY 2019-20, the number of non-Medicaid eligible clients warm transferred from Medicaid decreased significantly from 47 in FY 2018-19 to 14 this year.</u></p>
<p>All consumers seeking OPI services and placed on the waiting list will be offered PCOC services.</p>	<ul style="list-style-type: none"> <li>PCOC services will be offered at completion of the OPI Risk Assessment Tool to eligible consumers.</li> </ul>	<p>ADRC Program Staff</p>	<p>1/1/17</p>	<p>12/31/2020</p>	<p>All consumer seeking OPI services are offered PCOC services in FY 16-17</p> <p>All consumers seeking OPI services were offered PCOC services in FY 17-18.</p> <p>All consumers seeking OPI services were offered PCOC services in FY 2018-19.</p> <p><u>All consumers seeking OPIS services were offered PCOC services in FY 2019-20.</u></p>

<p>Increase ADRC Advisory Council membership representation from communities of color, LGBTQ communities and Eastern European communities.</p>	<ul style="list-style-type: none"> <li>• Develop a Charter and By-Laws for advisory committee.</li> <li>• Recruit volunteers from members of communities of color, the LGBTQ community, and/or Eastern European communities</li> </ul>	<p>ADRC Program Supervisor and ADRC Advisory Committee members.</p>	<p>1/1/17 6/30/17</p>	<p>6/30/2017 1/1/2019</p>	<p>In October 2017 the local ADRC Advisory Council was dissolved due to changes in state requirements, and ongoing ADRC advisory activities occurring at the regional level.</p>
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**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** Address food insecurity in Clackamas County among older adults, persons with disabilities and persons from communities of color.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
<p>Increase referrals made to SNAP from ADRC staff by 10% each year.</p>	<ul style="list-style-type: none"> <li>• Develop a brief food security assessment tool.</li> <li>• All consumers who contact the ADRC will be given an opportunity to complete the food security assessment.</li> <li>• ADRC staff will be trained in basic SNAP eligibility and completing the 539F.</li> <li>• Engage in regional discussions about collaborating to addressing issues of food insecurity</li> </ul>	<p>ADRC Program Staff and Supervisor ADRC Program Staff</p>		<p>6/30/2017 12/31/2020</p>	<p>Referrals to SNAP by ADRC staff increased 49% in FY 16/17.</p>
			<p>7/1/2017</p>		<p>Although still a priority for activities during the course of the Area Plan, we have not yet started working on this objective.</p>
		<p>ADRC Program Staff and Supervisor</p>	<p>7/1/2017</p>	<p>12/31/2017</p>	<p>I would like to push the start date out on these activities to 7/2018.</p>
		<p>ADRC Program Supervisor</p>	<p>7/1/2017</p>	<p>6/30/2019</p>	<p>Referrals to SNAP by ADRC staff decreased by 33% in FY 2017-18.</p>
			<p>6/30/2018</p>		<p><i>CCSS applied for a grant through the National Council on Aging that would have provided dedicated funding to develop and implement a Benefits Enrollment</i></p>

*Center (BEC). A BEC uses a paid and non-paid/volunteer workforce to provide assistance to individuals in applying for public subsidies and benefits, including SNAP benefits. Unfortunately, CCSS was not awarded the grant, but plans to apply again when grant funds become available. A food resource document was created to assist individuals in understanding all available food resources/services available in Clackamas County. We will continue to explore opportunities to assist ADRC consumers in accessing food resources and benefits.*

The number of referrals made to SNAP from ADRC staff increased by 3% over the prior year.

In FY 2019-20 the number of referrals made to SNAP from ADRC staff remained the same as the previous year.

**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** Improve quality and effectiveness of the Clackamas ADRC

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Client satisfaction surveys of I&R callers and PCOC consumers indicate that 90% indicate satisfaction with the service	<ul style="list-style-type: none"> <li>Conduct weekly satisfaction surveys of 5% of all consumers that contacted the ADRC for I&amp;A services.</li> <li>Conduct monthly satisfaction surveys of 5% of all PCOC consumers within 30 days of their services ending.</li> <li>Language line and/or interpretive services will be used to survey consumers in their preferred language.</li> </ul>	ADRC Advisory Board Members, Social Services interns and ADRC Program Supervisor	1/1/17	12/31/2020	Regional changes in the client satisfaction evaluation has delayed this objective. Plans to revisit this in July 2018.
			1/1/17		
			1/1/17		
		ADRC Advisory Board Members, Social Services interns and ADRC Program Supervisor		12/31/2020	New client satisfaction survey process has been established. Baseline data will be collected and analyzed for FY 18-19.
		ADRC Advisory Board Members, Social Services interns and ADRC Program Supervisor		12/31/2020	93% of respondents to the ADRC and PCOC client satisfaction surveys reported being satisfied with the services they received.

**Focus Area:** Information and Assistance Services, Person Centered Options Counseling and Aging and Disability Resource Connection

**Goal:** In collaboration with other core partners, develop a framework of ADRC sustainability.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Identify three additional funding sources for the ADRC.	Explore options for ADRC sustainability/ funding in collaboration with local, regional and statewide ADRC partners.	ADRC Program Supervisor, Manager and Division Director	1/1/17	12/31/2018	<p>Clackamas County ADRC is participating in the NWD Medicaid Claiming activities.</p> <p><i>The ADRC will continue to explore additional funding sources/opportunities.</i></p> <p>The ADRC continues to explore additional funding sources and opportunities.</p>

## C- 2: Nutrition Services

The OAA Nutrition Program has multiple purposes. Those purposes are to:

- Reduce hunger and food insecurity among older individuals,
- Promote socialization of older individuals,
- Promote the health and well-being of older individuals, and
- Delay onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

Nutritional risk and food insecurity issues carry dire consequences. The 2003 study “The Causes, Consequences, and Future of Senior Hunger in America” showed that among those seniors identified as being more likely to be at risk of hunger were those that live alone, are at or below the poverty line and, surprisingly, were between 60 and 64 years old. While low-cost, high caloric foods may feel like the best option to someone struggling with the choice between healthcare costs, housing costs, and food, the lack of adequate nutrition increases functional dependency, morbidity, mortality and utilization of health care resources. Having access to adequate nutrition or nutritional support is a key component to health, functioning, and quality of life. The Senior Nutrition Services Program works to assist the older adults in Clackamas County in meeting their nutritional needs and learning how to make good nutrition choices when resources are constrained.

### Meal/Nutrition Service

Clackamas County Social Services (CCSS) uses the Title III C funds to support a network of nutrition services providers through the area. This network is comprised of ten area Adult Community Centers (see attached Meals Sites in Clackamas County). All sites provide both congregate dining and Home-Delivered Meals (HDM) for their service area, and deliver nutrition education. Nine of the ten sites are designated Focal Points with the tenth site, the Hoodland Senior Center, operating as a designated Access Point. The network is a well-known, accessible place for seniors and their families to turn for information, services, and opportunities that further reduce a senior’s risk of food insecurity and isolation. All ten providers are also the Medicaid HDM provider for their area, further enhancing coordinated service efforts. All sites offer a full range of Older American’s Act supported programming including health promotion, transportation and access to family caregiver support.

The well-established network of nutrition services providers in Clackamas County creates a well-known, accessible place for seniors and their families to turn for information, services, and opportunities that further reduce a senior’s risk of food insecurity, isolation and increase their health promotion program access. Health promotion activities are provided through this network, as well as referrals to the FCSP program and other services provided by the AAA. As a result, older adults throughout Clackamas County have a access to a local, known, trusted, and comprehensive, one-stop shop for seniors and their families to access the full slate of services offered by the AAA.

In order to meet the needs of the diverse communities served by the network, each site has a mechanism in place to accommodate specific menu item changes due to religious or cultural preferences. Unfortunately, we do not have the means, or facilities, to accommodate menu changes in response to food allergies.

Of the ten meal sites, five choose not to cook on site so the AAA contracts with a food service provider on their behalf. Meals are prepared by a cook-chill system and delivered chilled by the food service provider the day prior to serving. Meals are then finished off at the meal site and then



either packaged to be delivered hot to HDM recipients, or served on-site for congregate dining. Each meal site manager orders meals a week or more in advance of delivery. Hot meals are delivered weekdays with frozen meals provided for weekends. Sites have the option of purchasing frozen meals directly from the contracted food service provider in order to offer greater meal variety to participants. This system provides an economy of scale in the production of the meals. The meal sites, the food service provider and AAA program staff have quarterly meetings to plan the menus for the next quarter. A registered dietitian is on staff with the food service provider and is part of these meetings. Each meal is evaluated to ensure compliance with program nutritional requirements.

Four sites cook on-site. These sites produce both HDM and congregate meals. These sites also provide frozen weekend meals to HDM participants. If they choose, frozen meals can be purchased directly from the contracted food service provider for weekend meals to supplement their HDMs and increase the variety to participants. Each of these sites submit their menus to a registered dietitian under contract with the AAA who analyzes and evaluates each meal for compliance with program nutritional requirements. CCSS partners with the County's Community Health Division for this service. The cooks from these sites, the contracted registered dietitian, and AAA program staff meet as needed to share information and address challenges.

The Hoodland Senior Center does not have a facility that can accommodate a congregate meal site. This center provides nutrition services to seniors living east of the Sandy Senior & Community Center's Alder Creek Drive boundary continuing east on the Hwy 26 corridor to Government Camp. Congregate dining is offered twice a week and participants meet at a restaurant in the Villages of Mt. Hood. The Center alternates between two restaurants and participants are offered a limited menu in an effort to meet the program standards. For the HDM participants, the Welches Grade School provides and packages the meals during the school year. During the summer when school is out three of the local restaurants provide meals. This center also coordinates with the neighboring Sandy Senior and Community Center to purchase and provide frozen HDMs for participants as needed.

Because the meal sites in Clackamas County are operated independently of the AAA, the AAA does not directly participate in fund raising activities for the Nutrition Services. All nutrition service providers host a variety of fund raisers to support the program. These range from participating in the annual March for Meals program to raise awareness and funding for home delivered meals, holding local benefit dinners, rummage sales and sending out annual appeal letters. A standalone non-profit, Clackamas County Meals on Wheels, Inc. (CCMOW), was formed several years ago by members of the Clackamas County Aging Services Advisory Council. CCMOW is an additional resource to the community, helping to ensure access nutrition services by coordinating the annual sale of Entertainment Books, serving as a volunteer referral hub, and as a local clearinghouse for state-wide fund raising activities by companies such as Shari's Restaurants and Burgerville. Additionally, Clackamas County allocates \$200,000 each year to support the work of local non-profits. Several Centers have submitted successful applications over the years to fund necessary improvements including equipment and meals for residents who are not eligible for OAA funded meals.

### Nutrition Education

The required nutrition education component of the Senior Nutrition Service Program is provided by the senior center network. This service is not funded as a separate activity of the Senior Nutrition Service Program but is part of the contract scope of work under Meal Site Management. Clackamas County Social Services does not fund nutritional counseling as a separate deliverable.

Each site provides nutrition education information, at a minimum, quarterly through newsletter articles or brochures with instruction. These articles are obtained from recommended sources per the Senior Nutrition Program Standards. When nutrition education is provided in this manner it includes a discussion of the material as part of the programming for congregate participants. Speakers routinely make presentations at congregate meals, workshops, health promotion events and chronic conditions support groups. These special nutrition education events and presentations at support groups allows for the dissemination of information on specific nutrition education topics that meet the targeted needs of participants in these programs. For participants that self-identify a need for nutritional counseling due a change in health status Community Center staff assist in finding services in their area that are appropriate to the need.

**Meal Sites in Clackamas County** All Sites provide Frozen Home Delivered Meals for week-ends or non-delivery days

<b>Meal Site Name</b>	<b>Street Address</b>	<b>City, Zip (All are in Oregon)</b>	<b>Phone Numbers</b>	<b>General Hours &amp; Days</b>	<b>Congregate Meal Time</b>	<b>Days Congregate Served</b>	<b>MO W/H DM</b>	<b>Day HDM's Delivered</b>
Canby Adult Center	1250 S. Ivy	Canby, 97013	503-266-2970	8:30 - 4:30 Mon-Fri	12:00 PM	M, W, Th, F (4)	Yes	M, W, Th, F
Estacada Comm. Ctr.	200 SW Clubhouse Dr	Estacada, 97023	503-630-7454	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes	Mon thru Fri
Gladstone Sr. Ctr.	1050 Portland Ave	Gladstone, 97027	503-655-7701	8:30 - 5:00 Mon-Fri	12:00 PM	Tue, Wed, Thur (3)	Yes	Mon thru Fri
Hoodland Sr. Ctr.	25400 E. Salmon River Rd	Welches, 97067	503-622-3331	9:00 - 3:00 Mon-Thur	12:00 PM	Tues & Thur (2)	Yes	Mon thru Fri
Lake Oswego Adult Comm. Ctr.	505 "G" Avenue	Lake Oswego, 97034	503-635-3758	8:00 - 4:30 Mon-Fri	12:00 PM	Mon, Wed, Fri (3)	Yes	Mon, Wed, Fri
NCPR-Milwaukie Center	5440 SE Kellogg Creek Dr.	Milwaukie, 97222	503-653-8100	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes	Mon thru Fri
Molalla Adult Comm. Ctr	315 Kennel Street	Molalla, 97038	503-829-4214	8:30 - 4:30 Mon-Fri	12:00 PM	M, T, Th, F (4)	Yes	M, T, Th, F
Pioneer Comm. Ctr.	615 Fifth Street	Oregon City, 97045	503-657-8287	9-4 Mon-Fri	11:30 AM	Mon thru Fri (5)	Yes	Mon thru Fri
Sandy Sr. & Comm. Ctr.	38348 Pioneer Blvd.	Sandy, 97055	503-668-5569	8:30 - 4:30 Mon-Fri	12:00 PM	Mon thru Fri (5)	Yes	Mon thru Fri
Wilsonville Comm. Ctr.	7965 S.W. Wilsonville Road	Wilsonville, 97070	503-682-3727	9-4 Mon-Fri	12:00 PM	M, T, W, F (4)	Yes	M, T, W, F

**Focus Area:** Nutrition Services

**Goal:** To reduce nutritional risk and food insecurity of program participants while improving quality of life

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
<p>All food and nutrition programs that are available in Clackamas County are included in RTZ and are updated annually or when changes occur.</p>	<p>Work with meal sites, Clackamas Aging and Disability Resource Connection and other community contacts and sources to maintain a primary listing of available nutrition services to targeted populations.</p>	<p>Clackamas ADRC staff and AAA Admin Staff</p>	<p>1/1/17</p>	<p>12/30/2020</p>	<p>There are currently 119 nutrition services/food services listed in the RTZ database that serve Clackamas County residents of which 10 are OAA funded congregate/home delivered meal sites.</p> <p>There are currently 132 nutrition services/food services listed in the RTZ database that serve Clackamas County residents of which 10 are OAA funded congregate/home delivered meal sites.</p> <p>There are currently 124 nutrition/food services listed in the RTZ database that service Clackamas County residents. 10 are OAA funded congregate/home delivered meal sites.</p>

					<p><u>There are currently 122 nutrition/food services listed in the RTZ database that service Clackamas County residents. 10 are OAA funded congregate/home delivered meal sites. However the congregate meals have not been offered since the onset of the COVID-19 pandemic.</u></p>
<p>The number of older adults accessing the SNAP program will increase by 5% each year.</p>	<p>Work with local ADP office, Oregon Food Bank and Community Centers to develop outreach plan to engage older adults in applying for eligible SNAP benefits</p>	<p>APD, Community Partners and AAA Admin Staff</p>	<p>6/30/2017</p>	<p>6/30/2018</p>	<p>5,358 older adults enrolled in the SNAP program in CC in 2017 (monthly average); Range 5,239 (Jan) to 5,507 (Nov)</p> <p>5,650 older adults enrolled in the SNAP program in CC in 2018 (monthly average); Range 5,577 (Jan) to 5,750 (Dec). This is a 5.4% increase from 2017. <i>This increase could, in part, be due to the food resource document that is regularly provided to community members seeking to increase food security.</i></p>

					<p><i>While formal relationships and a work plan have not been developed to increase the number of older adults accessing SNAP benefits, this is still a priority for the ADRC.</i></p> <p><b>5,848 older adults</b> were enrolled in the SNAP program in CC in 2019 (monthly average); Range 5,637 (Jan) to 6,283 (Dec). <b>3.5% increase</b> over the prior year.</p> <p><b><u>6,373 older adults were enrolled in the SNAP program in CC in 2020 (monthly average); Range 6,228 (Jan) to 6,516 (July). 9% increase over the prior year.</u></b></p>
Increase participation in OAA funded nutrition programs by older adults who identify as a person of color or who are from an	Develop reporting tools within Oregon ACCESS that will pull client demographics by site/provider so that changes in racial and ethnic minority participation and participation by younger seniors (aged 60 to 69) can be documented, tracked, and monitored by site.	SUA Staff / CCSS Admin Staff	1/1/17	6/30/2017	
	In partnership with identified ADRC champions from underserved communities, develop a strategy to	AAA Program Staff and Community Partners	1/1/18	1/1/2019	The percentage of older adults who identify as a person of

underserved  
community by  
5% each year

increase participation in OAA funded nutrition  
programs.

color who participated  
in OAA funded  
nutrition programs  
increased by 35% in  
FY 16/17.

The percentage of  
older adults who  
identify as a person of  
color who participated  
in OAA funded  
nutrition programs  
decreased by 16%  
from FY 16-17 to FY  
17-18.

The percentage of  
older adults who  
identify as a person of  
color who participated  
in OAA funded  
nutrition programs  
increased by 26%  
from FY 17-18 to FY  
18-19.

The percentage of  
older adults who  
identify as a person of  
color who participated  
in OAA funded  
nutrition programs  
decreased by 7% from  
FY 2018-19 to FY  
2019-20.

**Focus Area:** Nutrition Education

**Goal:** To increase access to appropriate nutrition information to program participants to encourage better self-care.

<b>Issue Area:</b> Nutrition Education					
<b>Goal:</b> To increase access to appropriate nutrition information to program participants to encourage better self-care.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2017-2020 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
All nutrition education programs that are available in Clackamas County are included in RTZ and are updated annually or when changes occur.	Work with meal sites, Clackamas Aging and Disability Resource Connection and other community contacts to develop and share a listing of available nutrition education services to targeted populations.	AAA Admin Staff / Contracted Meal Site Staff	1/1/2017	12/30/2020	10 nutrition education programs are listed in RTZ.  10 nutrition education programs are listed in RTZ.
Surveys indicate that nutrition education programs increase participants knowledge of healthy eating and the connection between nutrition and health	Work with meal sites and Clackamas County Public Health to develop a survey, protocols and methodology that tests for an increase in knowledge about healthy eating and the link between nutrition and health by nutrition program participants.  Administer survey to meal site participants per agreed upon methodology	AAA staff, Center Staff and Clackamas County Public Health	1/1/2018	6/30/2018	
		AAA staff, Center Staff and Clackamas County Public Health	1/1/2019	12/30/2020	



### C-3 HEALTH PROMOTION

**Profile:** According to the National Council on Aging, evidence-based programs offer proven ways to promote health and prevent disease among older adults. The programs are based on research and provide documented health benefits. Older adults who participate in evidence-based programs can lower their risk of chronic disease and falls. These programs can also improve the long-term outcome when chronic diseases or falls occur.

The percentage of the older adult population has increased with each decade, and the proportion of persons 75 years and older has grown even faster. At the same time, the number of individuals impacted by chronic disease and falls has increased and these are now the leading causes of death and disability among older adults. Fortunately, both chronic diseases and falls are preventable. Evidence-based health promotion activities can help turn the tide and elevate older adults' quality of life – improving health behaviors, health and functional status, and overall well-being.

To address these and other social determinants of health, Clackamas County Social Services (CCSS), in partnership with a network of ten Senior Centers and other community partners, has a history of providing health promotion activities to older adults in Clackamas County. Of the ten Senior Centers in the network, nine have full senior center facilities and offer a wide variety of classes that promote physical activity, access to preventative health screenings and social interaction. Many sites offer chronic disease specific support groups and assist in the coordination of influenza and pneumonia vaccinations. All ten adult centers offer evidence-based, self-management programs in partnership with CCSS.

#### Physical Activity

Physical activity has been shown to increase an individual's health outcomes. With the allocation of dedicated evidence-based health promotion funding in 2016 to fund evidenced based activities, and local fundraising efforts to fund activities that are not evidenced based but are requested by the community, each of the ten Senior Centers in Clackamas County provides programing that promotes physical activity. Physical activities being offered at these sites include: Tai Chi: Moving for Better Balance, Better Bones and Balance, Walk with Ease, and Stepping On. Other fitness/physical activities offered at the centers include yoga, Sit and Be Fit, Zumba and Zumba Gold classes.

The evidence-based Better Bones & Balance program is offered at the Wilsonville Community Center under the name Healthy Bones & Balance. This program is so popular with the older adults in Wilsonville they now offer a "returning students" class for those who wish to continue the program at a more challenging level.

#### Health Promotion

Clackamas County Social Services employs two certified trainers for the Living Well with Chronic Conditions series and has trained additional facilitators in the community. There are several Powerful Tools for the Caregiver facilitators who provide these evidence-based, self-management courses. These courses are scheduled periodically at adult/community centers, churches and other location throughout the County. Classes are offered weekdays, evenings, and weekends, as appropriate for a particular group of participants in order to make these courses accessible to all who wish to participate. Clackamas County Social Services will increase the number of facilitators for this and other evidence-based caregiver support/training courses. To further increase caregiver participation, the Family Caregiver Support Program Coordinator ensures that caregivers are aware that stipends are available to pay for respite services so that they may attend. With the increased use of social media sites, many of the adult

centers in the Clackamas County network have developed Facebook pages to increase their marketing of activities and events, including healthy aging workshops.

**Problem/Need Statement:**

According to the Pew Research Center, chronic conditions have large impacts on US health and medical spending. The Centers for Disease Control and Prevention estimates that 133 million US residents have at least one chronic condition. Given the aging of the US population, the prevalence of chronic disease and the rising costs of treatment, medical expenditures are expected to increase. The size and rapid growth of the Latino population offers considerable reason to focus on its chronic disease management and preventative interventions. Latinos will account for most of the US population growth through 2050, and the older adult Latino community will almost triple in that time.

The Hispanic and Latino community makes up about 8 percent of the total Clackamas County population, with an additional 10.6 percent identifying as non-white or two or more races. Of those who identify as Hispanic or Latino, approximately 1800 (2.2 percent) are over the age of 60, and another 4500 people (5.4 percent) identify as a race other than white or two or more races. Currently, evidence-based health promotion participation is low in communities of color in Clackamas County. Currently, there are no consistent evidence-based health promotion programs or activities specific to under-served or under-represented communities occurring through Clackamas County contracted services.

Local community/adult centers rely on volunteers to provide instruction and assistance to their members. Unfortunately, there are times when volunteer recruitment can be challenging, and more difficult in rural areas of the county. Community centers have expressed a desire for assistance with securing volunteers to provide evidence-based services/instruction.

Clackamas County is working with regional partners, including the AAAs in Multnomah, Washington and Columbia counties and representatives from the two Coordinated Care Organizations active in the area to improve the infrastructure that supports Evidenced Based Health Promotion activities, expand the number of Evidenced Based activities that are available in the region, and identify new payers and payment methodologies. These efforts include a special focus on the Hispanic community and rural residents. These activities have been formalized an MOU between the metro AAAS and the CCOs.

<b>Focus Area:</b> Health Promotion					
<b>Goal:</b> In collaboration with other core partners, improve infrastructure, expand offerings, and identify new payers and payment methodologies for evidence-based health promotion programming.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position &amp; Entity</b>	<b>Timeframe for 2017-2020 (By Month &amp; Year)</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
<p>Triple the current number of evidenced based health promotion programming available in the region.</p> <p>Secure two new funding sources for these programs.</p>	Develop a master list of Master Trainers and certified leaders for Chronic Disease Self-Management programs	Regional Evidenced Based Health Promotion/Self-Management Education Workgroup will take the lead on all activities in this section, except as noted	1/1/2017	3/1/2017	<p>In FY 15-16, 526 sessions of evidence-based health promotion classes were held at 5 senior centers. In FY 17-18, 869 sessions of evidence-based health promotion classes were held at 7 senior centers. This is a 65 percent increase over two years.</p> <p>Clackamas County is a member of OWN, the Oregon Wellness Network. One of the goals of OWN is to increase the</p>
	Create a map of current offerings		1/1/2017	3/1/2017	
	Develop regional calendar of offerings		1/1/2017	5/1/2017	
	Establish standardized costs for EBHP		1/1/2017	3/1/2017	
	Identify two primary care clinics that will test referral mechanisms		1/1/2017	6/30/2018	
Collaborate with Familias en Accion to offer CDSMP with the county at least one each year.	Lois Orner, Program Manager	6/30/2017	12/30/2020		

			<p>number of evidenced-based health promotion activities across the state.</p> <p>In FY 18-19 862 sessions of evidence-based health promotion classes were held at 7 senior centers, a 1% decrease from the previous year.</p> <p><u>Funding for the evidence-based exercise programs ended.</u></p>
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**Issue Area:** Health Promotion

**Goal:** Increase knowledge of and access to evidence-based physical- and health promotion activity programming.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase the number of older adults participating in OAA funded physical activity programs by 5% each year.	Maintain and distribute a list of low-cost and no-cost evidence-based health promotion physical activity services to eligible populations.	CCSS Admin Staff, ADRC Staff, Seniors Centers and Community Partners	1/1/17	12/30/2020	Listings for EBHP programs are in RTZ.
	<p>Develop robust marketing plan to promote Living Well with Chronic Conditions self-management series</p> <p>Offer Living Well with Chronic Conditions classes in more locations that are accessible to all</p>	CCSS Admin Staff, ADRC Staff, Seniors Centers and Community Partners	6/30/2017	1/1/2018	The number of older adult participants increased by 16% in FY 16/17.
			6/30/2017	12/30/2020	<p>The number of older adult participants decreased by 21% in FY 17-18.</p> <p>The number of older adult participants decreased by 9.6% in FY 18-19. However, the number of adults participating in at least 50% of the sessions offered at their location increased by 7.4%.</p> <p>We have not yet started to develop a marketing plan to promote CDSM series.</p>
Increase participation in health promotion activity participation in under-served/under-	Investigate options for alternative database for participant information data.	CCSS Admin Staff and ADRC Supervisor	6/30/17	1/1/19	We have not yet started investigating an alternative database for EBHP participant info data.
	Establish demographic baseline of participants in EBHP activities.	CCSS Admin Staff and ADRC Supervisor	1/1/17	6/30/17	

represented populations by 5% each year.	Promote evidence-based health promotion programming to under-served/under-represented communities and populations through ADRC outreach and marketing activities.	ADRC program staff and supervisor	1/1/17	12/30/2020	We will need to push this out until 7/2018.
	Increase the number of culturally and linguistically responsive EBHP activity providers	ADRC program supervisor and CCSS Division Director	6/30/17	1/1/19	-CCSS program information is provide at all outreach events. Will review materials for EBHP program information.
	Recruit and train culturally and linguistically diverse volunteers to deliver evidence-based health promotion activities at local senior/community centers.	Volunteer Connection Program Manager	6/30//17	1/1/19	-Demographic data remains difficult to obtain.  -No updates on culturally/linguistically responsive EBHP activity providers/volunteers this at this time.  <i>An alternative database for EBHP activities was reviewed, and found to not meet the reporting needs of the program. CCSS is exploring an opportunity with a culturally-specific community provider in Multnomah County to provide EBHP classes in Clackamas County.</i>

## C-4: Family Caregivers

Family support is key to successful aging in place and decreased institutionalization. Nationally, 66 percent of older persons rely on unpaid family caregivers for some level of support. Recent research provides compelling data about the importance of in home care and the challenges of providing it.

AARP's 2013 Oregon survey indicates that one third of their members would prefer to remain in their homes with care from family and/or friends. In addition, almost one third of respondents report that they are very worried about staying at home as they age. 79 percent of respondents indicate that having in home and community based services is very important to them.

Given the importance of in home care to many older adults and the fact that most in home care is provided by friends and family members, it is concerning to learn how challenging providing this care can be for the caregivers themselves. A 2013 report by the Oregon Attorney Assistance Program reports that there are multiple unmet needs for caregivers, including finding time for themselves (35 percent), managing emotional and physical stress (29 percent), balancing work and family responsibilities (29 percent), help talking with healthcare professionals (22 percent) and making end of life decisions (20 percent).

**The Program:** The Family Caregiver Support Program is expressly designed to address the very issues that have been described. It does this by helping unpaid family caregivers with emotional support, information and referral to other community resources, support groups and evidence based curricula, assistance in arranging for respite care and small respite care stipends. In addition the Family Caregiver Support Program provides funding for three respite day programs in Clackamas County senior centers.

Provision of these services helps to promote healthy aging and aging in place for both caregivers and their family members in need. This holistic approach can help delay or even avoid institutionalization and entry into the Medicaid system. Caregivers who participate in FCSP services report reduced stress and are able to keep their loved ones at home longer.

Clackamas County FCSP Provides outreach and public awareness by regularly participating in a range of outreach events and activities. These include:

- Staffing information tables at the Clackamas County Wellness Fair, Senior Day at the Oregon City Farmers' Market and the Clackamas County Fair
- Hosting a community screening of the documentary "Gen Silent", with a discussion panel to follow
- Regular participation in the Volunteer Connection quarterly information and outreach fair
- Participation in statewide conferences and meetings
- Staffing information tables at the Clackamas Community College event, Festival Latino
- Staffing information tables at the Gay and Grey Expo and Portland Pride
- Submitted local media advertising regarding caregiver and grandparent support groups
- Initiated a quarterly newsletter with information and resources for caregivers that is disseminated throughout the county
- Reached out to school counselors to provide information about FCSP services

FCSP has also been successful in reaching out to a number of high need populations:

- 32.5 percent of caregivers served live in rural communities
- 9.3 percent of caregivers served are challenged with their own physical and/or mental disabilities. Virtually 100 percent of caregivers report experiencing depression and/or anxiety
- 53.4 percent of caregivers served care for persons with Alzheimer's and other dementias
- 100 percent of caregivers served provide care to persons who are at risk of institutionalization
- 17.4 percent of caregivers served are grandparents and relatives raising children

Clackamas County's Family Caregiver Support Program (FCSP) provides seven Eligible Activities:

- **Information Services and Group Activities** – FCSP staff provide information and referral services to anyone requesting them. This includes program participants, interested community members, and other programs and organizations. These services are provided by phone, in person, and at community events. In addition, FCSP is now providing two group events for all FCSP participants: a workshop in the spring and a winter holiday event.
- **Specialized Family Caregiver Access to Services** – Each caregiver participating in the program receives individualized support and information based on the particular situation and needs. These services are provided by phone, in person, or through home visits.
- **Counseling** – Short term, supportive counseling with referrals to follow up counseling from services in the community is provided by FCSP staff. When available, supplemental services grants may be used to help pay for counseling services.
- **Training** – Living Well with Chronic Conditions and Savvy Caregiver workshops are provided directly by FCSP staff. Other trainings are provided through partnerships with programs and agencies in the community.
- **Support Groups** – FCSP provides monthly support groups for grandparents and for county employees who are caregivers. In addition, the program plans to add a caregiver support group for community members.
- **Respite Care** - Respite care has been provided through grants to family caregivers who have used the funds to pay for in home care, adult day services, personal care, errand running, homemaking services, and overnight services. These services have been self-directed and arranged by the caregivers themselves.
- **Supplemental Services** – As with respite care, supplemental services are provided through grants of up to \$200 and have been intended as flexible enhancements to caregiver support Services such as home repairs, assistive technologies, caregiver survivor kits, professional consultations, and emergency response systems are all examples of services that have been funded.

#### **Issue Area:** Family Caregiver Support (FCSP)

**Profile:** The Family Caregiver Support Program provides much needed emotional support, guidance, information and referral, and financial assistance with respite services and other costs incurred by caregivers. Over the past year, there has been a marked increase in the number of referrals to the program, as well as increased requests for funding items and services that are outside of the norm. Increasing amounts of staff time have been devoted to processing reimbursements for respite care and stipends, which has resulted in the de-emphasis of the other supportive services that research has shown may be more beneficial to caregivers.

Research suggests that psychoeducational interventions and psychotherapy, or a combination of the two, are most effective for caregiver well-being in the short term. (Sorensen, Pinquart, Habil, and Duberstein,



2002). To improve targeted outcomes, such as caregiver burden and care recipient well-being, supportive interventions alone have shown to be effective (Sorensen, et al., 2002). The research on respite care alone has been found to be inconclusive; however when respite is used it has shown to reduce barriers to caregivers attending groups and classes (Gaugler, Jarrot, Zarit, Stephens, Townsend and Greene, 2003).

These issues have provided the impetus for the FCSP team to consider program modifications that have the potential to better serve the community. The following is our proposal as to how to make those changes.

**Problem/Need Statement:** In order to more effectively provide Clackamas County family caregivers with the relief they need, FCSP proposes the following program modifications:

- **Modify the application process to be more responsive to the needs of caregivers.** At present, caregivers contact the program via phone or email and are sent an application packet to complete. We have found that many caregivers do not complete the packet or complete it incorrectly due to their high stress and trauma levels. We propose changing the application process to a phone interview, with all documentation completed by FCSP staff. In this way, staff are able to use this time to begin developing a supportive relationship with caregivers while also assuring accurate completion of documentation.
- **Standardize and simplify the respite care process.** We have found that the caregivers most in need of this respite benefit are often too stressed to utilize it in a timely fashion with accurate documentation. We propose using the format set by Washington County FCSP as a guide for our modifications. This would entail developing contracts with 2-3 in home caregiver agencies and 2-3 adult day health programs who would provide a set amount of respite for a fixed rate. FCSP staff would initiate the referrals to one of these agencies, who would then be responsible for completing the required documentation. The agency would contact the caregiver to schedule the respite.
- **Increase program capacity to provide support groups, classes that use evidence based curriculums, and short term follow up bereavement support.** This increased capacity would come from increased use of student interns and other volunteers. It would also help emphasize the services the program provides that are not stipend related. There are many support services that are beneficial to caregivers that have taken a “back seat” to the funding provided via stipends.
- **Prioritize stipend eligibility to caregivers who are providing care to individuals who require substantial assistance with 2 or more ADL’s or full assistance with 1 ADL and 1 IADL.** At present, the program serves people on a first come, first serve basis. This means that the program may not be able to serve caregivers who are much in need of services but apply later in the fiscal year.
- **More clearly define and limit the number of supplemental services to be paid by stipends.** While the flexibility to be responsive to the individual needs of caregivers by paying for a range of supplemental services, has been a real strength of the program, it has equally been a challenge and has led to confusion, misunderstanding, and misinterpretation.
- **Increase outreach efforts to underserved populations by strengthening partnerships and collaborations with community organizations.** Efforts to reach underserved communities is still a work in progress. Collaborating with other organizations will provide the opportunity to build on the work in the community that has already been accomplished.

<b>Issue Area:</b> Addressing barriers to family caregivers receiving and benefitting from program services					
<b>Goal:</b> Modify program services to make them more user friendly by simplifying and streamlining service access.					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position</b>	<b>Timeframe for 2016-2020</b>		<b>Accomplishment or Update</b>
			<b>Start Date</b>	<b>End Date</b>	
Redesign and implement provision of respite care services and supplemental services	<ul style="list-style-type: none"> <li>• Begin delivering respite care services per the re-designed system</li> <li>• Evaluate service delivery model and make modifications as needed</li> <li>• Implement client satisfaction survey</li> </ul>	FCSP team	7/2016	6/2020	<p>The respite care delivery re-design is complete and modifications have been incorporated.</p> <p>Due to a change in staffing, the client satisfaction survey will be implemented in summer of 2018.</p> <p>The client satisfaction survey was implemented and the results were positive. 94% of respondents reported that the support services they received helped them to be a better caregiver. 77% of respondents were very satisfied with the services they received and another 17% were satisfied. 97% reported that the services they received helped them keep their loved one at home.</p>
			7/2017	9/2017	
			7/2017 and then annually		
Increase the number of individuals from ethnic minority populations accessing Family Caregiver services to more accurately reflect the demographics of the	<ul style="list-style-type: none"> <li>• Conduct baseline analysis on FCSP client demographics</li> <li>• Convene community conversations with family caregivers and service partners from</li> </ul>	FCSP team, VC Program Manager	7/2016	9/2016	While the overall number of Family Caregivers participating in the FCSP decreased from 153 in FY 15/16 to 111 in FY 16/17, the number of individuals from ethnic and racial
		FCSP team	10/2016	6/2018	

<p>county (approximately 13% of the low income population in Clackamas County is non-white)</p>	<p>diverse backgrounds around inclusion and service equity</p> <ul style="list-style-type: none"> <li>• Implement targeted messaging based on community conversations</li> <li>• Conduct an evaluation of efforts to assess service access changes by targeted caregiver populations</li> </ul>	<p>FCSP team</p> <p>FCSP team</p>	<p>7/2018                      9/2020</p> <p>7/2019 and then annually</p>	<p>minority populations increased from 9% to 18%.</p> <p>The number of family caregivers participating in the FCSP increased from 111 in FY 16-17 to 120 in FY 17-18. The number of participants from ethnic and racial minority populations remained the same in FY 17-18.</p> <p>The number of family caregivers participating in FCSP declined from 120 in FY 17-18 to 114 in FY 18-19. The number of participants from ethnic or racial minority populations doubled from 5 in FY 17-18 to 10 in FY 18-19.</p> <p><u>The number of family caregivers participating in FCSP declined from 114 in FY 2018-19 to 80 in FY 2019-20. The number of participants from ethnic or racial minority populations remained the same as the previous year – 10 participants.</u></p>
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## **C – 5: Elder Rights and Legal Assistance**

Clackamas County Social Services (CCSS) works with a number of community partners to assist older adults in meeting their needs to ensure their rights on issues including income security, health care, long-term care, nutrition, housing, utilities, adult protective services, defense of guardianship, abuse, neglect, and age discrimination.

### Legal Assistance

In order to support the legal rights of seniors residing in Clackamas County CCSS contracts with Legal Aid Services of Oregon (LASO) for legal assistance to low-income seniors. This contract also supports services to family caregivers of any age who are providing care for a family member age 60 or older, or a county resident over the age of 55 providing care for grandchildren under the age of 18. The LASO Portland office continues to be the regional provider of legal assistance to low-income residents of Clackamas and Multnomah Counties.

In addition to contracted legal assistance services through LASO, Adult/Community Centers participate in the Senior Law Project. The Senior Law Project assists those 60 and over with access to local volunteer attorneys who donate one afternoon a month on a rotating basis to provide pro bono 1/2 hour appointments. Clients needing further help on the original consultation matter, who have an income below 125% of the Federal Poverty Level, may have continued pro bono assistance but are responsible for any out-of-pocket expenses. A person may have additional appointments if or when other matters arise. Since these services are not funded under the OAA contracts, participants are able to consult on their estate planning needs. While estate planning is not an eligible legal service under the OAA funded legal assistance program, many of our older adults with limited means have voiced their need for having this sort of access. The Senior Law Project gives them that opportunity.

### Elder Abuse

CCSS has a long history of supporting efforts to prevent elder abuse and financial exploitation. The Community Centers that partner with CCSS for other OAA funded programming also provide a platform for education and fraud awareness programs in the hope that in assisting in raising awareness to scams and predatory practices the number of seniors victimized will be greatly reduced in coming years. All providers receiving OAA/OPI funding are mandatory reporters and have means to report suspected abuse to the appropriate agencies.

For the past five years, Clackamas County has allocated County General Funds to support the work of a Forensic Accountant. This service is open to any fraud case that is referred by the County MDT. The goal is to help ensure successful prosecution of financial exploitation against vulnerable county residents.

### Elder Rights

Clackamas County Social Services (CCSS) has worked with a network of ten senior centers over many years to develop an integrated system to serve seniors. This network has continued to work to improve systems to protect elder rights by utilizing the local gatekeepers and the “natural network” of neighbors, clerks, bank tellers, and others within the community to protect seniors from abuse, neglect, isolation, and exploitation. Towards this end, staff and trained volunteers at each senior center regularly conduct reassurance checks on elders who may be at risk and assist them in maintaining the highest degree of independence possible and, when needed, provide a referral if they feel it will be helpful for the individual.

CCSS contracts with the Senior Citizens Council of Clackamas County (Senior Citizens Council) for guardianship, guardianship diversion, and case management services for seniors who are at risk of abuse or exploitation, or have been evaluated to be incapable of making competent decisions about their

wellbeing. OAA funding to this organization assists individuals at risk of exploitation or abuse to maintain the highest degree of independence possible. During Fiscal Years 2011-12, this local non-profit was awarded a Board of County Commissioners grant to increase the capacity and sustainability of this program. The Board of County Commissioners continues to award this funding each fiscal year since.

Senior Citizens Council of Clackamas County serves clients throughout Clackamas County. Of the clients served, 50 percent have incomes at or below Federal Poverty Level; 58 percent have been diagnosed with dementia; 34 percent have a diagnosed mental illness or other mental/cognitive disability; and 10 percent also have a physical disability. Senior Citizens Council also serves veterans and their surviving spouses. Eighty percent of their clients have no family, family is unavailable, or is inappropriate to provide assistance because family members have put their own interests above the needs of the at-risk person.

In an effort to further coordinate elder abuse prevention, CCSS, in partnership with the Regional DHS-APS office, has executed an MOU which outlines the roles, responsibilities and procedures for handling APS and Gatekeeper calls and referrals. This provides for a cohesive system to respond to all calls regarding suspected abuse of any type.

In addition, CCSS staff participate in the department-wide H3S (Health, Housing & Human Services Dept.) Problem-Solving MDT. This is a recent innovation with strong participation from line and leadership staff within Behavioral Health, Social Services, Housing Authority and Health Centers. Meetings are scheduled regularly twice a month. Line staff as well as supervisors and managers can confidentially staff participant/consumer situations with this group which often leads to increased collaborations and partnership in support of “shared” consumers who are receiving housing stability, physical and behavioral health, and/or supportive services from the County. Since each partner in the Problem-Solving MDT has resources that they can bring to help solve consumer problems. While not everyone is an expert in other systems eligibility and the specific services that may be available to help solve problems, the MDT helps consolidate resources to avert crises from worsening and in many cases avoid crises from occurring. Meetings intentionally follow the LEAN principles and almost entirely focused on problem solving as opposed to procedural or administrative issues.

There also is a County-wide MDT whose primary purpose is the assessment, investigation and prosecution of abuse cases involving vulnerable adults. MDT members work in collaboration to address the abuse of vulnerable adults served in Clackamas County, and to facilitate a process in which professionals from diverse disciplines are able to work together more effectively and efficiently. While CCSS ADS staff do not participate in this MDT, our Developmental Disabilities APS team does, along with the Senior Citizens Council which provides guardianship. The goals of this MDT are to provide services that are in the best interest of the vulnerable adult:

- to conduct abuse investigations in an expedited and effective manner;
- to prevent the abuse of other potential victims;
- to increase the effectiveness of the prosecution of criminal cases,
- to provide increased safety through victim advocacy, and
- to provide information to all involved agencies in a coordinated and efficient manner.

**Focus Area:** Elder Rights and Legal Assistance

**Goal:** Reduce barriers to low-income older adults seeking legal assistance

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
<p>The contract for older adult legal services to Legal Aid Services of Oregon is fully expended.</p> <p>Persons from minority populations represent at least 5% of the clients served by Legal Aid Services under this contract.</p>	Provide annual trainings to ADRC staff to ensure appropriate referrals to Legal Aid Services	ADRC Program Supervisor	3/1/17	4/1/2020	Multiple attempts have been made to connect with Legal Aid to schedule a training re: appropriate referrals. KT will continue to attempt to coordinate these trainings. <i>Attempts continued to connect with Legal Aid, and have been unsuccessful. KT will continue to attempt to coordinate these trainings.</i>
	Provide annual trainings to Senior Center staff to ensure appropriate referrals to Legal Aid Services	ADRC Program Supervisor	4/1/17	5/1/2020	Multiple attempts have been made to connect with Legal Aid to schedule a training re: appropriate referrals. KT will continue to attempt to coordinate these trainings. <i>Attempts continued to connect with Legal Aid, and have been unsuccessful. KT will continue to attempt to coordinate these trainings.</i>

<p>Provide semi-annual Management report to Agency Director on spend out of Legal Aid Services of Oregon contract</p>	<p>OAA Contract Specialist</p>	<p>1/1/17</p>	<p>6/1/2020</p>	<p>21% of the Legal Aid Services of Oregon contract was unspent.</p> <p>In FY 17-18, 51% of the Legal Aid Services of Oregon contract was unspent.</p> <p><u>In FY 2018-19, 68% of the Legal Aid Services of Oregon contract was unspent.</u></p> <p><u>In FY 2019-20, 67% of the Legal Aid Services of Oregon contract was unspent.</u></p> <p>16% of the clients served by LASO self-identified as a member of a minority population.</p> <p>In FY 17-18, 12% of the clients served by LASO self-identified as a member of a minority population.</p> <p>In FY 18-19, 11% of the clients served by LASO self-identified as a member of a community of color.</p>
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					<u>In FY 2019-20, 9.5% of the clients served by LASO self-identified as a member of a community of color.</u>
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**Focus Area:** Elder Abuse Awareness with Gatekeeper Program

**Goal:** Support Gatekeeper programming with a focus on financial abuse/fraud.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
<p>Each year 20 individuals will participate in Gatekeeper training</p> <p>Referrals from community gatekeepers to the Clackamas ADRC will increase by 5% each year</p>	<p>Coordinate (2) presentation each year on how to protecting against fraud and financial scams.</p> <p>Invitations to Gatekeeper presentations will be made to culturally specific organizations.</p>	<p>AAA Admin Staff, Community Partners, ADRC Staff</p>	<p>1/1/17</p>	<p>12/30/2020</p>	<p>293 people participated in GK trainings during FY 16/17.</p> <p>53 people participated in GK trainings during FY 17-18.</p> <p>We saw a 10% increase in referrals from Community GKs in FY 16/17.</p> <p>We experienced a 43% decrease in referrals from community GKs in FY 17-18. <i>This decrease is likely due to the fact that there has not been dedicated funding or staffing available to conduct Gatekeeper Trainings and ADRC</i></p>



					<p><i>outreach/education to community partners and organizations. Funding has been made available as of February 2019 to fund a dedicated staff person to these activities for 12 months. We anticipate with having dedicated staffing, GK trainings and referrals to the ADRC will increase of the next 12 months.</i></p> <p>In FY 18-19, 284 people participated in Gatekeeper training. Training occurred primarily during the last 4 months of the fiscal year.</p> <p><u>In FY 2019-20, 363 people participated in Gatekeeper training.</u></p> <p>In FY 18-19, 30 referrals were received by the ADRC from community gatekeepers. This is expected to increase in FY 19-20.</p> <p><u>In FY 2019-20, 29 referrals were received by the ADRC from the</u></p>
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					<a href="#"><u>community gatekeepers.</u></a>
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**C – 6: Older Native Americans**

The 2010 census data counted 828 Native American county residents who are over the age of 60. That number has since dropped to 510, according to the 2014 American Community Survey. There are no recognized tribal lands within the service area. Clackamas County Social Services reaches out to organizations throughout the metropolitan area that provide services specifically targeted to the older Native American population. NAYA Family Center and the Native American Rehabilitation Center are regularly invited to attend the bi-monthly Information & Referral Networking meetings. This networking meeting provides a forum for a variety of community organizations to share information and to stay up-to-date on aging and other services offered in the AAA service area.

**Focus Area:** Older Native Americans

**Goal:** Increase participation by Native American seniors by reducing barriers to older Native Americans in accessing services and partnering with neighboring counties when appropriate

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Increase participation of older Native Americans in OAA funded programs.	Outreach to Native American community leaders.	Social Services Director	Ongoing	Ongoing	24% increase in participation of older Native Americans in OAA funded programs  15% increase in participation of older Native Americans in OAA funded programs from FY 16-17 to FY 17-18.  16.6% increase in participation of older Native Americans in OAA funded programs from FY 17-18 to FY 18-19  <u>Participation of older Native Americans in OAA funded programs</u>

					<u>remained the same from the previous year..</u>
	Outreach to programs and organizations that provide targeted services to Native Americans.	Social Services Director and Program Managers	Ongoing	Ongoing	
	Develop capability to pull demographic data from Oregon ACCESS that is service specific.	SUA Staff / CCSS Admin Staff	Ongoing	Ongoing	
	Provide assistance to older Native Americans in accessing services.	Clackamas ADRC Staff	Ongoing	Ongoing	

## C-7 Older Adult Behavioral Health

**Profile:** According to the American Psychological Association, 15-20 percent of older adults in the United States have experienced depression, with another 11 percent who have experienced anxiety disorders. The risk of suicide increases with age, with depression being a major risk factor for suicide. Symptoms of depression and anxiety in older adults are often overlooked and untreated because they can coincide with other later life experiences, like the loss of a loved one or reduced independence. Depression and anxiety are common, potentially debilitating, but highly treatable conditions. Older adults with depression visit the doctor and emergency room more often, may incur high outpatient charges and stay longer in the hospital. As the aging population grows in number and diversity, the provision of behavioral health services that meet the needs of older adults, and adults from communities of color, will be critical to support a healthy population. These demographic trends will require training in the provision of culturally competent care now and in the coming decades.

In 2014, Portland State University interviewed or surveyed thirty-five participants for the Senior Mental Health Specialist Investment Report, which was later submitted to the Senior Mental Health Budget Note Committee. Participants represented aging services, mental health, advocacy, and other sectors such as long-term care, quality improvement, and health/medical care. Representatives from rural areas of the State also participated. These interviews and surveys identified problems that exist in providing behavioral health services to older adults, examined systems coordination, gaps in services, how to address those gaps, and examined how larger communities and smaller communities (rural/urban) provide services.

In early 2015, the Oregon Health Authority launched the Older Adult Behavioral Health Initiative. This initiative aims to improve the current systems for delivering behavioral health services to older adults and persons with disabilities. The goal of the initiative is to increase access to care and services through more effective multi-system collaboration and coordination through a well trained workforce with competencies in older adult behavioral health.

Older Adult Behavioral Health Specialists (OABHS) were brought on staff in the Tri County Region as a result of the Older Adult Behavioral Health Investment. The OABHS provides the following services in the tri-county area: collect data and produce reports to improve the delivery of substance abuse and mental health services for older adults; build coordination between systems and service providers that result in the delivery of quality, timely and accessible behavioral health services; provide recommendations that build community capacity at the local and regional level through organization and systems change; provide training, coaching and technical assistance to improve the ability to address the behavioral health needs of older adults and people with disabilities; and participate in complex case consultations.

In mid-2015, Clackamas County Social Services, in partnership with our regional Aging and Disability Resource Connection (ADRC) established capacity to provide older adult behavioral health services throughout the region. Evidence-based services provided to older adults include PEARLS (Program to Encourage Active Rewarding Lives for Seniors), and an outreach program specifically for older adults and persons with disabilities, and VIEWS (Volunteers Involved for the Emotional Well-Being of Seniors) a peer support program specifically for older adults. The funding also provided suicide intervention training and mental health first aid training to service providers and community partners. An older adult behavioral health specialist was also hired by Clackamas County Behavioral Health, and has provided assistance with complex case consultations, service coordination throughout various systems, and older adult behavioral health training.

Aging and Disability Resource Connection staff regularly provide information, referrals and assistance to local behavioral health providers and services in Clackamas County, including referrals to PEARLs and Centerstone Clinic.

**Problem/Need Statement:** Many older adults do not have access to, or are not aware of, the availability of low-cost or no-cost evidence-based behavioral health services to assist them in their efforts to maintain or improve their well-being. According to the 2015 Senior Mental Health Specialist Investment summary regarding service gaps for older adults, nursing homes and aging services providers don't have training to care for those with very challenging behaviors. A lack of knowledge exists at all levels about aging, mental health, service systems, options, best practices and who can be called upon to assist. In an effort to address these gaps, the various systems, including health, behavioral health, long term care and social services, must work together to establish collaborative and cooperative relationships and provide more cross training to aging services providers at all levels and in all systems.

**Focus Area:** Older Adult Behavioral Health Services

**Goal:** Increase education and awareness of older adult behavioral health needs and services in Clackamas County

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
With continued funding, increase awareness and education of older adult behavioral health needs and services available in Clackamas County to aging services providers.	Provide on-site mental health first aid training at six senior/community centers located in Clackamas County. All senior centers and identified community partners providing services to under-represented/under-served communities will be invited to participate. Clackamas County Long Term Care providers will also be invited to these trainings.	Older Adult Behavioral Health Coordinator	1/1/2017	1/1/2019	3 session of Mental Health First Aid training were delivered in FY 16/17. 36 participants completed the training.
	Train all ADRC staff in Mental Health First Aid by 2020. New staff will be trained within one year of hire.	ADRC Program Supervisor and staff	1/1/2017	6/30/2020	3 session of Mental Health First Aid training were delivered in FY 17-18. 36 participants completed the training.
	Explore opportunities for closer coordination of the Aging Services Advisory Council, Mental Health and Addictions Advisory Council, and NAMI.	CCSS Division Director	6/1/2017	6/30/18	
	Invite a representative from the Office of the Long Term Care Ombudsman to Clackamas County to discuss programs and services provided.	ADRC Program Supervisor	6/30/2017	12/30/2017	-All ADRC staff have been trained in MHFA.

				<p>-KT to follow up with this for completion prior to July 2018. <i>The LTCO will be presenting to the ADRC in Feb 2019.</i></p> <p><i>CC provided 27 mental health trainings in FY 18-19 and an estimated 830 attended.</i></p> <p><i><u>CC provided 10 session of the Mental Health First Aid training in FY 2019-20 and 186 participants completed the training.</u></i></p>
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**Focus Area:** Older Adult Behavioral Health Services

**Goal:** Increase access to and use of evidence-based older adult behavioral health services in Clackamas County.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
With continued funding, increase number of older adults participating in evidence-based behavioral health services in Clackamas County by 5% each year.	Work with regional partners to establish baseline data on participation in evidence based behavioral health services by under-served/under-represented communities in Clackamas County. Use the baseline data to develop strategies to increase participation from these communities.	Older Adult Behavioral Health Coordinator	6/30/17	12/31/2017	The number of older adults screened for evidenced based behavioral health services decreased by 16%. The number of older



	<p>Coordinate with local senior and community centers to do provide outreach to older adults and persons from under-served/under-represented communities.</p>	ADRC Program Supervisor	1/1/18	1/1/2020	adults enrolled in services increased by 159%.
<p>Coordinate with primary care providers at Clackamas County community health clinics and the Housing Authority (for Section 8 recipients) to increase awareness of OABH services for patients and residents.</p>	Older Adult Behavioral Health Coordinator	1/1/18	1/1/2020	The number of older adults screened for evidenced based behavioral health services decreased by 81% from FY 16-17 to FY 17-18.	
<p>Include information about available evidence-based behavioral health services in all ADRC outreach and marketing activities.</p>	ADRC Program Staff and Supervisor	1/1/17	1/1/2018	The number of older adults enrolled in services decreased by 75%.	
<p>Explore Memorandum of Understanding (MOU) between Clackamas County Behavioral Health, Health Centers and Clackamas County Social Services Aging and Disability Resource Connection to allow streamlined information-sharing, accessibility and referrals.</p>	ADRC Program Supervisor	6/30/2017	12/30/2017	Lack of dedicated funding available for outreach, education and marketing activities has made it challenging to provide targeted outreach to our consumers.	
<p>Attend Clackamas County MDTs on a regular basis.</p>	ADRC and OPI Program Staff	1/1/17	12/30/2020	Additionally, discussions are occurring with the regional OABHI coordinator to create a plan to raise awareness about, and increase referrals to OABH services, such as Pearls.	
<p>Participate in county-wide Zero Suicide initiative.</p>	ADRC and OPI Program Staff	1/1/17	12/30/2020		

				<p>-Information about CCSS programs and services are provided at all outreach events.</p> <p>KT will revisit materials to ensure OABH services are included.</p> <p>-A member of the OPI/ADRC attends the County's MDT meetings on a regular basis.</p> <p>-ADRC/OPI staff are participating in the Zero Suicide initiative as opportunities present themselves.</p>
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**Focus Area:** Older Adult Behavioral Health Services

**Goal:** In collaboration with other core partners, develop a framework of Older Adult Behavioral Health services sustainability.

Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2020 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Develop a framework for Older Adult Behavioral Health services sustainability.	Explore options for Older Adult Behavioral Health services sustainability in collaboration with local, regional and statewide partners.	ADRC Program Supervisor, Manager and Division Director	1/1/18	7/1/2019	At this time funding for the OABHI seems stable.

## **C – 8: Volunteering**

**The Need:** Local volunteers play a vital role in providing critical services to Clackamas County residents. Challenging economic conditions such as increased poverty, homelessness, and a growing population of older adults create a demand for volunteer services. Many older adults in Clackamas County struggle to age in place and feel safe. There is a growing concern that as one ages, one may not be able to live independently in their own home. Volunteers build a community's capacity to address local needs and enhance the quality of life for community members. Likewise, volunteers get a sense of connectedness and fulfillment, and new research is beginning to prove the health benefits of being involved in one's community.

Clackamas County Volunteer Connection (CCVC) works with community partners to target social service demands with meaningful volunteer opportunities and engagement that utilize a person centered philosophy of service. In order to effectively engage potential and affiliated volunteers, CCVC works with community partners on outreach, focusing on opportunities for harder to reach and underrepresented individuals. In order to deliver strong social service volunteer engagement opportunities, CCVC re-evaluates its response to community needs, demographic changes, economic and health trends, and efforts of local organizations.

### **The Program:**

Since 1986 Clackamas County Volunteer Connection (CCVC), a program of Social Services, has been a vital link for volunteer engagement and client services that allow individuals to live independently in a manner that honors individual needs, preferences, and diverse backgrounds.

CCVC connects potential volunteers with opportunities to serve throughout the county. Approximately 300 volunteers are registered directly with CCVC and provide additional delivery of social services in Clackamas County which fosters opportunities for individuals and families to be self-reliant and live healthier, safer and more socially connected lives. In 2015, CCVC volunteers contributed over 50,000 hours which translates into more than \$1,187,000.00 of in-kind support providing critical services for individuals and families.

CCVC volunteers offer a network of services to Clackamas County residents, including:

- financial guidance to those who no longer can manage their finances on their own;
- transportation assistance to critical appointments;
- food access, delivery, and security for the hungry;
- health care guidance for those approaching age 65;
- access to health care options; and,
- social activities and interaction for lonely and homebound residents.

In addition, volunteers facilitate support groups for individuals coping with chronic conditions and caretakers caring for family members. These community, volunteer-supported services allow for a greater quality of life and access to care.

### **Issue Area: Volunteer Engagement**

**Profile:** In Clackamas County, volunteer engagement efforts add value throughout the community. Local organizations rely on volunteer supported programs including local non-profits, government agencies, faith-based organizations, emergency management, and public safety networks. Since 1986, CCVC has been a strong link between volunteer placement and volunteer engagement for Clackamas County.

**Problem/Need Statement:** In order to deliver relevant volunteer opportunities, CCVC must continuously evolve to respond to Clackamas County's needs, demographic changes, economic and health conditions and trends, and emerging efforts of local partner organizations. Although Oregon and national volunteer participation statistics are strong, improvement can be made in how volunteer opportunities are structured, advertised, and communicated. Engagement of volunteers who are harder to reach and are typically unrepresented can also be improved.

For the 2015 calendar year, there were approximately 264 volunteers who were over the age of 55 and 46 percent of these volunteers were 70-79. Six percent of these volunteers were people of color, which strongly indicates the importance of improving outreach to potential volunteers into under-represented communities.

<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position and Entity</b>	<b>Timeframe Start</b>	<b>End</b>	<b>Accomplishment or Update</b>
<p>Document increase in number and overall percentage of volunteers who are from under-represented communities, including people defined by color, ethnicity, race, physical abilities, disabilities, age, sexual orientation and rural communities, etc.</p> <p>Solicit feedback from volunteers and the community to assess and then strengthen the provision of services by utilizing a person centered approach.</p>	<p>Develop a list of target audiences and key stakeholders, reach out to solicit input on volunteer recruitment and retention</p>	<p>CCVC Program Manager CCVC team</p>	<p>7/1/17</p>	<p>10/1/17</p>	<p>The percentage of volunteers from underrepresented communities increased in the Asian and Persons with a disability categories. It remained unchanged for the Black/African American, Hispanic and American Indian/Alaska Native populations.</p> <p>The percentage of volunteers from underrepresented communities increased in the Persons with a disability category. It remained unchanged for the Black/African American, Hispanic, American Indian/Alaska Native and multi-racial populations. It declined for the Asian population.</p> <p>The number of volunteers from under-represented communities increased by 11 people or 85%. The overall percentage of volunteers from under-represented race/ethnic communities remained the</p>

				<p>same at from 11.3%. This is primarily due to an increase in the overall number of volunteers. The overall percentage of volunteers with disabilities increased from 1.8% to 3%.</p> <p><u>The overall percentage of volunteers from under-represented race/ethnic communities increased from the same at from 11.3% in FY 2018-2019 to 15.1%.</u></p> <p><u>The overall percentage of volunteers with disabilities increased from 3% to 5.4%</u></p>
	<p>Include questions on the annual volunteer satisfaction survey regarding outreach and retention of volunteers from underserved and/or under-represented communities</p>	<p>CCVC Program Manager</p>	<p>7/1/17 and then Annually</p>	<p>Volunteer Connections conducted its <b>annual survey</b> of volunteers. The <b>Senior Corps Advisory Council</b>, which meets quarterly and is composed of a representative volunteer from each of our programs, provides input regarding service provision.</p> <p>The annual survey was conducted in Spring 2018, and the Senior Corps Advisory Council continues to meet and</p>

				provide feedback on programming.
	Incorporate learnings into volunteer recruitment and retention process. Provide a minimum of 4 Volunteer Fairs provided in different locations throughout the county which are 50/50 staff/volunteer lead.	CCVC Program Manager	9/1/17 and then Annually	The quarterly volunteer recruitment fairs have been implemented and lead volunteers have been invited to participate.



## C – 9: Age Friendly Communities

**Description of the Issue:** Multiple studies have shown that the majority of older adults would prefer to live in their home as they age. To do so, communities need to provide their residents with appropriate physical infrastructure, service supports, and opportunities to remain engaged in community life. Communities with these assets and attributes are referred to as “age-friendly communities.” Studies also show that many communities do not have these attributes and assets, and their residents are therefore challenged to remain living in the community of their choice. This is especially true for residents of rural and suburban areas where public transportation and assisted transportation options are limited. The lack of affordable, accessible housing, assistance with Activities of Daily Living, and opportunities to remain socially engaged all contribute to a lack of age-friendliness in many communities.

In 2010, Clackamas County Social Services, in partnership with AARP Oregon and OSU Extension Service, launched engAGE in Community. The objectives of the initiative were to provide local data to inform planning efforts and to increase awareness and understanding of the importance of creating age-friendly communities. Between November of 2010 and March of 2012, six communities, ranging from frontier areas on Mt. Hood, to urbanized Wilsonville, participated in a participatory photo mapping process that documented the assets and barriers to place-based aging in each community. The results of the mapping process were shared with community members.

- Throughout the county, the process showed that transportation was the most cited barrier, closely followed by concerns about the affordability and accessibility of housing. The study showed a strong reliance on personal vehicles to meet transportation needs. When faced with the inability to drive oneself, many residents encounter less than optimal, or no viable public transportation option.
- An absence of housing options that meet a variety of needs and lifestyles results in disturbed family and social networks for community members with evolving housing needs.
- While Clackamas County is well-resourced in the areas of community support and health services, barriers to accessing these services include lack of transportation, and the absence of home health and medical supply vendors within local communities.
- While the social environment emerged as a strong supporting attribute for the age-friendliness of the communities that participated in the study, respectful, inclusive and intergenerational opportunities were frequently discussed within the context of areas for improvement.

The information gleaned from the community mapping process that occurred in 2010 was corroborated by the results of the 2016 Area Plan Community Needs Survey. Out of 171 responses, the following age-friendly features were rated as important or very important by respondents. The number in parenthesis indicates the number of respondents who either agreed or strongly agreed that the feature is important.

- Long term housing affordability (145)
- Special Needs Transportation (139)
- Walkability (138)
- Long Term Care Options (132)
- Feeling actively engaged in my community (131)

### **The Program:**

Clackamas County Social Services has engaged in a number of efforts to help increase the community assets that help communities become more age-friendly. The Aging Services Advisory Council has

established an Age-Friendly subcommittee, the agency has hosted five engAGE in Community summits, where community members can learn more about what it takes to make a community age-friendly, small grants were provided to communities on two occasions, and outreach has begun to elected officials in cities within Clackamas County.

These efforts are based on the WHO checklist and informed by N4A's "Making your Community Livable for all Ages," "Guiding Principles for the Sustainability of Age-Friendly Community Efforts," and AARP's Age Friendly Tool Kit. More recently, the committee has begun to explore the intersection between Social Determinants of Health and Age-Friendly Communities.

**Problem/Need Statement:** There are many challenges in this work. Clackamas County is large, has diverse geography, and includes many rural and suburban areas, as well as 17 municipalities. Much of the work around creating age-friendly communities, both in the United States and internationally, has focused on urban areas. There is little research on what it takes to create age-friendly communities in small towns and rural areas. Since most of the County's population resides within a municipality, there are limitations to what the county can do since it does not have jurisdiction within city limits. Another major challenge is the scope of the endeavor. Addressing issues like transportation, housing, along with the social and service environment takes more resources than Clackamas County can commit to these efforts.

<b>Goal:</b> Raise awareness among multiple sectors, including the general public, and elected officials, about the importance of creating age-friendly communities that are all-age-friendly, and insert all-age-friendly language into planning documents and policy statements					
<b>Measurable Objectives</b>	<b>Key Tasks</b>	<b>Lead Position and Entity</b>	<b>Timeframe</b> <b>Start</b> <b>End</b>		<b>Accomplishment or Update</b>
<p>Annually at least one concerted effort to engage elected officials from municipalities within Clackamas County on the issue of Age Friendly Communities.</p> <p>Creation of Age Friendly dashboard to present to Board of County Commissioners on an annual basis.</p>	<p>Schedule a study session with the Clackamas County Board of Commissioners to discuss the importance of age-friendly communities</p>	<p>CCSS Director</p>	<p>7/1/16</p>	<p>1/1/2018</p>	<p>The Age Friendly subcommittee of the Aging Services Advisory Council is nearing completion of an Age-Friendly dashboard that will be used with a variety of audiences to talk about the importance of age-friendly communities.</p> <p>The Age Friendly dashboard was completed.</p>
	<p>Provide the elected officials from one city within Clackamas County each year with information on the age-friendliness of their city and ways to increase the age-friendliness.</p>	<p>CCSS Director and members of the Age-Friendly sub-committee of the Aging Services Advisory Council</p>	<p>1/1/2017</p>	<p>21/30/2020</p>	<p>Outreach to the City of Milwaukie was completed. The City is considering working toward an Age-Friendly designation.</p> <p>Outreach to the City of Gladstone will occur in FY 18/19.</p> <p>Outreach to the City of Gladstone was conducted in FY 18-19.</p>
	<p>Incorporate information about the importance of creating age-friendly communities in the Regional Special Needs Transportation Plan</p>	<p>AFC/ASAC members who are also members of the STF Advisory Council</p>	<p>1/1/2017</p>	<p>21/30/2020</p>	

	Host one event or initiative each year, for the general public, that highlights the need to create age-friendly communities		1/1/2017 21/30/2020	
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## **C – 10: Transportation**

Transportation is frequently identified as one of the barriers that prevent seniors from remaining in their homes. If a senior is unable to drive due to health issues such as low vision or the expense of maintaining a vehicle, that person loses the ability to meet certain basic needs. Transportation is essential for access to medical care, food, recreation, social services and other goods and services that allow individuals to remain independent and in their own homes and communities.

Clackamas County encompasses 1,879 square miles. One eighth of the county is urban, the remainder is suburban, small town and rural. Five different transit agencies serve the county (TriMet, SMART (Wilsonville), South Clackamas Transit District, Sandy Area Transit and Canby Area Transit). In addition, the Mt Hood Express provides service in the Hoodland area. An estimated 14 percent of the county's population is without public transportation. This compares to 0.7 percent of the population in Multnomah County and 4.2 percent in Washington County who are without public transportation. The 2016 Area Plan survey, along with earlier focus groups, revealed that older adults and people with disabilities who do not drive struggle to attend medical appointments, run routine errands, and travel in the evenings or on weekends due to limited bus or shuttle hours.

As Clackamas County's population ages, the demand for transportation will continue to grow. Public transit services are only available within very constrained service boundaries so there will continue to be unmet needs for other forms of transportation for seniors.

### Services

Clackamas County Social Services, through a partnership called the Clackamas County Transportation Consortium, provides funding to nine senior and community centers in Welches, Sandy, Molalla, Canby, Oregon City, Milwaukie, Gladstone, Lake Oswego and Estacada. Each of the centers provides individual and group rides within and outside of their service district boundaries. They assist seniors in accessing medical services, congregate meals, shopping and other needs.

The Social Services Division also has two internal programs: Transportation Reaching People (TRP) and Catch-a-Ride (CAR). TRP/CAR use both paid drivers and volunteers to "fill in the gaps" in service for the center programs and help seniors and persons with disabilities who live outside of a public transit or senior center service district get rides for medical appointments and other needed services. CAR also provides rides to a very limited number of individuals with disabilities seeking employment and educational opportunities.

During Fiscal Year 2014-15, the network of the Clackamas County Transportation Consortium provided almost 75,000 rides to seniors and persons with disabilities, with 440,000 vehicle miles logged.

Transportation Reaching People's success depends on a dedicated pool of volunteer drivers who are willing to devote their time and their own personal vehicles to assist others. Many TRP volunteer drivers are seniors themselves and will be eventually unable to assist with driving activities. One of our primary focuses will continue to be a robust volunteer recruitment and retention program.

Transportation programs, along with many other programs statewide, struggle with securing stable and adequate funding. The Transportation Consortium services are funded through a combination of Older American Act funds and State of Oregon Special Transportation Funds (STF). STF funds have been diminishing over time. The Oregon Department of Transportation (ODOT) is partnering with a variety of organizations, including local transit providers and the Oregon Transit Association, to seek stable sources of funding for special needs transportation, as well as examine strategies such as better coordination of services. Clackamas County Social Services staff participates in these efforts and ongoing advocacy efforts are important to this work.

Finally, we continue to identify both gaps in service and areas in which we can increase our efficiencies through community partnerships. Medical transportation for chronic health conditions, such as dialysis treatment, is becoming an increasingly sought after service. Working with our regional partner, Ride Connection, and with ODOT, we will work to develop service alternatives that will better meet these needs. We will also continue to seek efficiencies in service in order to reduce both turndowns and the length of time we are scheduling out for appointments.

**Issue Area:** Transportation

**Profile:** Transportation is an essential component for seniors to remain in their own homes. Transportation allows individuals access to vital services, such as medical care, nutrition services, and shopping. The need for expanded transportation resources for medical transportation to services such as dialysis has been identified as an unmet need.

**Problem/Need Statement:** Lack of transportation continues to be listed as a significant barrier to accessing services for seniors and persons with disabilities in Clackamas County.

Issue Area: Transportation					
Goal: Improve transportation options					
Measurable Objectives	Key Tasks	Lead Position & Entity	Timeframe for 2017-2019 (By Month & Year)		Accomplishment or Update
			Start Date	End Date	
Maintain service levels for existing services that provide accessible transportation	Work with OAA Contracted Providers, TriMet, rural transit districts and other community partners to effectively coordinate services and leverage existing resources for cost effective service delivery.	AAA Program Staff	1/1/2017	Continuous	5% decrease in number of rides provided.
					7% increase in number of rides provided from FY 16-17 to FY 17-18.
					0.4% increase in the number of rides provided from FY 17-18 to FY 18-19.
					<u>23.9% increase in the number of rides provided from FY 2018-19 to FY 2019-20.</u>
	Work with local, state and federal resources to advocate for stable, long term solutions to increase	AAA Program Staff	1/1/2017	Continuous	Currently working with county and

	funding and resources available for transportation of seniors and persons with disabilities				regional transportation providers to address the new STIF funding and its impact on transit services, especially for vulnerable populations
Improve service options for transportation for chronic medical conditions, such as dialysis	Work with Ride Connection and ODOT to identify innovative strategies to improve rural medical transportation. Seek funding for expanded service.	AAA program staff	1/1/2017	1/1/18	<p>13% decrease in medically life sustaining rides. Recently began new program for expanded medical and life sustaining medical rides.</p> <p>33% increase in medically life sustaining rides from FY 16-17 to FY 17-18.</p> <p>16% increase in medically life sustaining rides from FY 17-18 to FY 18-19.</p> <p><u>15% increase in medically life sustaining rides from FY 2018-19 to FY 2019-20.</u></p>



Maintain involvement in regional planning efforts	Participate in regional planning and coordination groups such as RTCC, STFAC and others as needed.	AAA Program Staff, advisory board members	1/1/2017	Continuous	Currently working with county and regional transportation providers to address the new STIF funding and its impact on transit services, especially for vulnerable populations
	Continue participation as a lead organization in the Clackamas County Transportation Consortium to improve coordination between providers	AAA Program staff	1/1/2017	Continuous	Ongoing

## APPENDIX E: Emergency Preparedness Plan

Clackamas County has a comprehensive Emergency Operations Plan that addresses all aspects of emergency management and is 672 pages in length. As part of the Health, Housing and Human Services Department, Clackamas County Social Services is an integral part of emergency response. The emergency plan elements required for the Area Plan can be found in the county's comprehensive plan as follows:

- **Assessment of Potential Hazards** - Section 2 Situation and Planning Assumptions.
- **Chain of Command** - Section 5 Command and Control
- **Communications Plan** – Emergency Support Function Annex 2 Communication and Emergency Support Function Annex 14 Public Information
- **Agreements That Detail Activities Coordination With Other Entities** – Section 3 Roles and Responsibilities
- **Description of the AAA's role in local planning and coordination efforts** for vulnerable populations – Emergency Support Function Annex 6 Mass Care; Emergency Support Function Annex 15 Volunteers and Donations Management; Support Annex 5 Disaster Sheltering

Clackamas County Social Services' specific **Continuity of Operations Plan** is outlined in its Administrative Manual – Section 7 Health, Safety and Disaster Response, included in this appendix.

**CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
ADMINISTRATIVE MANUAL**

**SECTION:** 7. HEALTH, SAFETY AND DISASTER RESPONSE  
**SUBSECTION:** 7.D  
**TOPIC:** Agency Response to Disaster  
“The CCSS Emergency Plan”  
**DATE:** Revised December, 2009  
January, 2011

**PURPOSE:** To define agency and individual staff responsibilities in response to disasters declared by the Board of County Commissioners and Clackamas County Emergency Operations Center (EOC).

**DEFINITION:** For the purpose of this policy, “disaster“ will be defined as any man-made or natural event or circumstance causing or threatening loss of life, including injury to person or property, human suffering, and significant financial loss and includes but is not limited to fire, explosion, floods or other severe weather conditions, earthquake or volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight infestation, crisis influx of migrants unmanageable by the county, civil disturbance, riot, sabotage and war. [ORS401.025(4)].

**POLICY:** In the event of emergency or disaster, Clackamas County Social Services Division (CCSS) will, within available resources:

1. Respond to disaster-related emergencies involving CCSS agency operations and clients as quickly as possible.
2. Respond to disaster-related emergencies involving the citizens of Clackamas County.
3. Provide assistance to other Clackamas County agencies dealing with disaster-related emergencies.

This CCSS Emergency Plan policy will be maintained as an adjunct to the agency’s Safety Policy. The CCSS Emergency Preparation Committee will review the plan and seek management approval of the plan annually and provide staff training annually. The policy will be included as a part of the New Employee Orientation Information, and listed as item 7 D in the Administrative Manual, located within Trillium Net. [See also entire Section 7, Trillium Net, items A through F: “Safety and Disaster Response” for additional information re: emergency procedures and policies].

CCSS supports an Emergency Preparation Committee, with membership comprising representatives from the agency's various programs. Emergency Preparation Committee membership includes those with expertise regarding facilities-related matters, Emergency Management Committee Representatives, and representatives from the CCSS Management Team, and those working with ORVOAD and COAD. It is the responsibility of the Committee to maintain and seek approval for the agency's Emergency Plan, to participate in county sponsored Emergency Management activities, and to plan and conduct annual training sessions for agency employees on this policy and procedure and related topics. The Committee will provide updates of long term care lists to Homeland Security at the EOC, and IS (Information Services) for ongoing mapping and for reference in times of emergency or disaster.

## **RESPONSIBILITIES:**

In the event of a disaster, CCSS management structure and routine agency operations will be in effect to the extent possible. As necessary, all employees are expected to assume responsibility for issues which may not be within their normal job scope, pertaining to safety, operations, and client response. This may include checking and canceling client appointments, assessing building safety issues and communicating concerns. Information regarding emergency/disaster-related resources should be shared with the Emergency Management Representative, (see #2 A-1, "I & R"), as appropriate.

Additional responsibilities may include the following for each specific unit:

### **Developmental Disabilities**

For use in the case of an emergency or disaster, staff identify clients who may require support in an emergency based on geographical location and whether they have the ability to provide for their own needs in an emergency or disaster and/or have a support system in place to assist them. This information is periodically compiled on list and a GeoMap for use in the event of an emergency or disaster. The Geomap and list are physically located at the desk of Robyn Hoffman and also in the Social Services information at the EOC.

Providers of clients with residential supports such as group homes and foster homes are responsible for their clients' safety and are required to have an emergency preparedness plan in place to support the individuals in their care. Brokerage clients are assessed by their Personal Agent for emergency preparedness needs. These Personal Agents will be the primary resource for those individuals in the event of an emergency or disaster. Assistance with accessing needed resources will be provided as requested, whenever possible.

The computer portion of the client record may be accessed remotely by management team members. Case Managers keep a list of clients that they are working with and would be able to use this tool to contact individuals who are most at risk in an emergency or disaster that prevents/limits access to the Public Services Building. Client demographic information and a print out of assessed emergency preparedness risk levels is maintained in secured paper form at the Public Services Building in the event that an emergency or disaster renders computers ineffective.

Abuse investigation and administrative staff may also be expected to respond to crisis needs of clients in the event of an emergency or disaster.

If computer access and/or client records are not available on site, or if the PSB is inaccessible, staff may be asked to report to an off-site county or community location.

**Oregon Project Independence:**

In the case of an emergency or disaster, staff will identify vulnerable clients who may be affected by the emergency due to geographical location or physical/mental need, and respond on an as-needed basis. For home-based clients, efforts will be coordinated with Home Care Workers, family members, and the EOC.

Case managers with clients who could be identified as “in crisis” will be asked to go through their files systematically to identify at-risk clients and respond appropriately, and as directed by managers. Due to frequent changes, it is not feasible to keep a current list of vulnerable clients. However, in the event of an emergency, case managers may need to obtain waivers of confidentiality from affected clients, as feasible.

Protective service or risk-intervention staff may also be expected to respond to crisis needs of clients.

In the event of an emergency, staff will be expected to respond to client calls and to assist in the dissemination of available resources.

If computer access and/or client records are not available on site, or if the PSB is inaccessible, staff may be asked to report to an off-site location.

(For additional information regarding general CCSS staff responsibilities, see Access Section.)

**Confidentiality Policy:** In an emergency situation, staff will be able to respond to questions from other Clackamas County employees regarding client needs. Staff may also respond to requests for information about specific individuals from the police or other public agencies responding to a public emergency. By state statute, staff is prohibited from responding to questions about specific individuals that come directly from community members or private agencies.

**Information & Assistance (I & A):**

In the event of an emergency or disaster, the Information & Assistance unit will coordinate Information and Referral and advocacy for delivery of essential human services, in conjunction with the American Red Cross and other helping agencies, 211info and partners, Community Organizations Active in Disaster and Oregon Voluntary Organizations Active in Disaster (COAD and ORVOAD). These essential services include donations, and resources for food, shelter, fuel, clothing, transportation, financial assistance, victim registration and inquiry. Response activities and responsibilities may include serving as liaison between agencies and the Clackamas County Emergency Operations Center (EOC), as outlined in the Emergency Operations Plan (EOP) Mass Care Annex.

### Specific Assignments:

In the case of a disaster, I &A staff may engage in the following tasks; other tasks may be assigned:

### Information & Referral (I & R):

1. An Emergency Management Representative will serve on an ongoing basis as agency liaison with the County Emergency Management program. Responsibilities include participation within the Emergency Management Committee (EMC), and attendance at EMC meetings at the Emergency Operations Center (EOC), planning and participation in disaster preparedness exercises, and completion of appropriate ICS (Incident Command System) and other training. Internal responsibilities include development and maintenance of the CCSS Emergency Plan, planning and assisting with annual all-staff Emergency preparedness trainings and orientation to the CCSS Emergency Plan, and development and distribution of related informational materials. In the event of an emergency or disaster, the Emergency Management Representative may work at the EOC from that site, from CCSS or from a remote site.

The Emergency Management Representative will work with CCSS staff to identify resources and assist in solving disaster-related problems, coordinating with 211info and partners, COAD and ORVOAD, and serve as staff contact with the EOC regarding issues/situations that cannot be resolved within the work units.

2. Respond to calls and walk-in clients using the 211/ I & R database of community resources, and incorporating disaster-related resource information and referral as it becomes available. This may include researching information to post on the 211info website, and other publications. The database is available electronically. Back-up records are stored in notebooks in I & R unit area. Duplicate copies of notebooks containing this resource information, in bound notebooks, are stored and maintained at the EOC and the Volunteer Connection, at the Human Services Coordinator's workstation.
3. Compile and disseminate disaster-related resource information, in coordination with 211info and partners, distributing to all agency staff and sharing with CCSS EOC representatives and other human service providers within the community as appropriate.
4. Identify local resources for translation for non-English speaking persons, and assist in the provision of translation services for Spanish-speaking CCSS clients.
5. Serve as liaison with ORVOAD (Oregon Voluntary Organizations Active in Disasters) and as I&R representative supporting COAD (Community Organizations Active in Disaster).

### Energy Assistance:

Provide disaster-related information and referral regarding energy related concerns and safety issues in coordination with utility companies, the County Weatherization Program, and other departments, following the approval of the manager.

### Housing I & R:

Provide information and referral regarding temporary shelters serving Clackamas County residents.

Case Management:

Case managers will assist their own clients, as needed.

Volunteer Connection:

In the case of a declared emergency, Volunteer Connection Program (VCP) assumes the responsibility under the County's Emergency Operations Plan for the implementation of Annex J – a volunteer management strategy, a.k.a. Volunteer Reception Center (VRC). Annex J is a conceptual volunteer management strategy based on the need to sustain county operations, support relief and human service agencies, and to deploy volunteers to assist with recovery efforts. Annex J covers both affiliated and spontaneous volunteers. VRC logistics are designed as flexible mechanisms that could be done in phases, including limited virtual, expanded virtual, and/or physical activation.

In most cases, unless declared by the Clackamas County Emergency Management Office (CEEM), affiliated volunteers vetted by Volunteer Connection will continue with regularly designated tasks as they are able. They will not be activated for disaster related activities but may be able, where appropriate, to provide supplemental support including VRC related support, be referred to the partner organizations, etc. Transportation Reaching People program's inclement weather policy applies to all Volunteer Connection Program volunteers with driving responsibilities at this time including RSVP, SCP and other applicable programs.

When the VRC activation is requested by CEEM, the Volunteer Connection Program Manager (VCPM) assigns staffing to support this critical operation. First to be activated as the VRC Director is the RSVP Director, who has access to the go-kit and approximately 400 affiliated and vetted volunteers. During extended activation VRC staffing should be done on rotation of 3 individuals working 12 hour shifts with at least one volunteer.

Depending on the scope, nature, and conditions of the declared emergency, one of the following phases, or a hybrid phase, could be initiated under the management oversight of the VCP/VRC staff with approval, when required, from the VCPM:

- **Clackamas Volunteers Website** – the Citizen Corps, in collaboration with Clackamas County, has developed and implemented [www.clackamasvolunteers.org](http://www.clackamasvolunteers.org), a web based resource to bring people and causes together before the disaster or an emergency occurs and/or during an actual event. The database is managed by the Social Services Division/Volunteer Connection Program. The database allows potential volunteers to register and search for service opportunities with numerous organizations in need of volunteers, get updates on emergency management issues, etc. The database also provides an opportunity for the service agencies to register their volunteer opportunities online. It expands the agencies' collective capacity to recruit and place volunteers, directly communicate with potential volunteers and leverage promotional resources.

- **Virtual Activation** - During an emergency the database name changes to Clackamas Responds (only with approval from CCEM) and becomes a virtual VRC. The system serves as a portal for referral of volunteers to registered partner organizations. Partner organizations assume full responsibility, including screening and management logistics, for volunteers referred/matched with their service opportunities. The scope of activation might be **limited** to extracting volunteer data from the database and matching volunteers with a requesting agency, or be **expanded** to cover ongoing volunteer matching between the volunteers and the requesting agencies. Virtual communications include email and phone contacts. RSVP team under the direction of the VCPM leads the activation. RSVP Director is the Point of Contact assigned to activate the system as approved/requested by CCEM and authorized by VCPM.
- **Physical Activation of Volunteer Reception Center (VRC)** – If CCEM identifies a need for the **physical activation** of the VRC, the CCEM Director will communicate that need to the Director of the Social Services Division. The Social Services Director will examine and, if applicable, confirm the need for physical activation with CCEM and the VCPM. The VCPM will then assign staff to facilitate logistics of the VRC, as per the VRC Activation and Management Manual. The VRC will be located at 1701 Red Soils Court, Oregon City, in the county’s Central Utility Plant building. Contingency plans will be developed in the event that site is unavailable or inappropriate following the occurrence. Possible contingency locations could include Clackamas Community College, Sunnybrook or other large facilities. Considerations in selecting a site include accessibility, availability of parking, safe and adequate space and equipment for all VRC functions, and proximity to the CCEM resources i.e. LEADs. An appropriate location needs to accommodate large numbers of volunteers that can be efficiently processed and referred to organizations that are in need of services. Location coordination would require other partner volunteer agencies to help identify alternate facilities and activate any existing letters of understanding. Depending upon the duration of physical activation, staffing would be allocated as follows: The VCPM will be responsible for the continuous operation of the VRC, including staffing. The RSVP Director will lead the activation logistics and cover the first 12 hours of activation. The VCPM will also be back-up to the RSVP Director and will assign other staff members on a 12-hour shift basis, as needed and on a case-by-case basis.

**Clerical Support Staff:**

1. May be expected to take and to distribute phone messages and inquiries at a central location, as designated by the manager.

Retrieve, distribute and send faxes, post information as directed on designated Emergency Information bulletin boards in buildings: Public Services Building: Room 165 (conference room), which will also be equipped with the phone designated as the CCSS Staff Emergency Line [see ACCESS – #7], 503 650-5611.



2. May be asked to provide reception duties at a central emergency response site, as needed, including logging in applicants for assistance, or to back up CCSS reception staff.
3. Support staff will clear the CCSS Staff Emergency Line, forwarding staff messages to managers' voicemails as feasible and directed, and posting staff availability information on the designated Emergency Information bulletin boards and/or sign-out sheets. They will perform other clerical tasks as requested.

**Management Staff:**

1. Assign staff to work alternate hours when needed.
2. Track expenses relating to disaster response, per County directives
3. Maintain home phone listing of staff (See Access, #11). Annually, in the Fall, management staff will be provided with an all staff listing of personal contact numbers; emergency hotlines and other numbers, and additional safety information.
4. Organize and participate in internal briefings

**CCSS Emergency Preparation Committee:**

In the event of an emergency the CCSS Emergency Preparation Committee will convene or communicate as immediately as possible to determine whether there is a need to assist with basic agency operations, assist clients and other citizens of Clackamas County, to establish communications with the EOC, or to otherwise support the implementation of Emergency Management procedures. Regular communication among members will continue to occur, as needed, throughout the process of the disaster and its mitigation.

**Director (or Designee):**

1. Clarify emergency status and provide directives
  - a) Follow inclement weather reports
  - b) Post employee message on staff call-in phone line
2. Provide public communication regarding services
  - a) Update agency phone message
  - b) Communicate with DHS Administration and /or the Board of County Commissioners.
3. Communicate to employees changes in work site/ job responsibilities
4. Identify critical staff per incident, as necessary

## ACCESS:

1. CCSS employees will be expected to report for work in the event of an emergency or disaster with the following exceptions:
  - a) Employees who are direct victims of disaster will not be asked to return to work until their disaster-related needs are met. Such employees should notify their managers of their availability.
  - b) Employees will only report to work after they have ensured their personal safety and that of their families.
  - c) Employees may check with their managers or the Director regarding the feasibility of working at home if they are unable to report directly to work site.
2. The CCSS Emergency Preparation Committee will provide employees with disaster preparedness information, to assist staff to take steps to mitigate the effects of emergencies or disasters at home or work.
3. Employees may be assigned to work alternate sites, hours and functions --- as assigned by the Director or the Director's designees --- from their normal work, which may include reporting directly to work at the Emergency Operations Center (EOC), to Aging and Disability Services offices in neighboring counties, and a reciprocal agreement will also be established with other DHS offices and sites to share work space (as space allows), in order to have access to phones and computer stations.
4. If employee work stations are inaccessible or non-functioning, employees should report to the nearest available functioning work station. If the office building is inaccessible, employees should access all County hotlines (as listed on the wallet-sized emergency contact cards distributed to staff), and the County website for information.
5. An emergency flashlight equipped with AM/FM radio and a 2-way radio will be available at CCSS: This equipment will be located in the Director's Office at the Public Services Building. Cell phones will be made available if possible, to be used for agency business. A television is located in room 165 at the Public Services Building.
6. The CCSS Staff Emergency Line will be activated to provide information to staff. The designated number is 503-650-5611. The agency Director or designee will ensure that this line is equipped with an updated message as soon as the Director determines that it is needed, or when the BCC (Board of County Commissioners) declares an emergency; whichever comes sooner.

When the County Inclement Weather Policy is in effect, or at the time of an emergency or disaster, staff should call the CCSS Staff Emergency Line, (503) 650-5611, as well as their managers' voicemails, to leave a brief message about their personal availability and pertinent circumstances in the event that they are unable to come to work or will be delayed.

Staff should not call the front desk. That line is reserved for client calls.

At the Director's discretion, a message to clients and other outside callers at the central reception phone may be changed and updated to reflect the circumstances, as needed.

7. Records storage: the CCSS Information & Referral resources database will be available at the EOC.
8. An internal briefing may be scheduled on a daily basis, as needed during an incident to keep key staff abreast of developments and to facilitate coordination of response efforts.
9. Managers' home phone numbers will be maintained for emergency access purposes.
10. Managers will maintain a list of staff contact numbers, including home phones, work-assigned cell phones and pagers, as well as passwords to access voicemail and computer records, and have this list available at all times. This list of staff contact information will also be kept in a central administrative location within the agency.

[See also Trillium Net, entire Section 7, items A through F: "Safety and Disaster Response" for additional information re: emergency procedures and policies).

## Appendix F

### List of Designated Focal Points (OAA Section 306(a)(3)(B))

Canby Adult Center  
P.O. Box 10, 1250 S. Ivy  
Clubhouse Dr.  
Canby, OR 97013  
(503) 266-2970

Estacada Community Center  
P.O. Box 430, 200 SW  
  
Estacada, OR 97023  
(503) 630-7454

Gladstone Senior Center  
1050 Portland Avenue  
Gladstone, OR 97027  
(503) 655-7701

Lake Oswego Adult Comm. Ctr.  
505 "G" Avenue  
Lake Oswego, OR 97034  
(503) 635-3758

North Clackamas Parks & Rec.  
Milwaukie Center  
5440 S.E. Kellogg Creek Dr.  
Milwaukie, OR 97222  
(503) 653-8100

Molalla Adult Community Ctr.  
P.O. Box 728  
315 Kennel Street  
Molalla, OR 97038  
(503) 829-4214

Pioneer Community Center  
615 Fifth Street  
Oregon City, OR 97045  
(503) 657-8287

Sandy Senior & Comm. Ctr.  
38348 Pioneer Blvd.  
Sandy, OR 97055  
(503) 668-5569

Wilsonville Community Ctr  
7965 S.W. Wilsonville Road  
Wilsonville, OR 97070  
(503) 682-3727

### Designated Access Point

Hoodland Senior Center  
P.O. Box 508  
25400 E Salmon River Road  
Welches, OR 97067  
(503) 622-3331

## OPI In-Home Agency Providers

Affordable Care NW, LLC  
DBA - Helping Hands Home Care  
6901 SE Lake Rd. Ste. 22  
Milwaukie, OR 97267  
(503) 239-8000

Mt. Hood Home Care Services  
P.O. Box 1478  
Sandy, OR 97055  
503-826-8285

Grin-In-Home Care, LLC  
DBA: Comfort Keepers-Portland  
15717 SE McLoughlin Blvd.  
Portland, OR 97267  
(503) 462-1455

**APPENDIX G**  
**INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING #7674**

Between

CLACKAMAS COUNTY SOCIAL SERVICES DIVISION  
Aging and Disability Resource Connection Unit  
And  
STATE OF OREGON, DEPT. OF HUMAN SERVICES  
Aging and People with Disabilities, Adult Protective Services

This Memorandum of Understanding (MOU) is between the following parties:

- Clackamas County Social Services, Area Agency on Aging (AAA)/Aging and Disability Resource Connection (ADRC)
- Department of Human Services (DHS), Aging and People with Disabilities (APD)/Adult Protective Services (APS).

**PURPOSE**

The purpose of this MOU is to establish roles, responsibilities and procedures for handling APS and Gatekeeper calls and referrals. This includes responsibilities related to assessing and triaging calls, providing information, referral and assistance, and abuse/neglect intervention.

**TERM**

The term of this MOU shall be from January 1, 2016 through June 30, 2017, unless otherwise amended.

**ROLES**

Clackamas County ADRC:

The ADRC provides information, referrals and assistance to support older adults and persons with disabilities, veterans and caregivers in assessing their needs, and linking them to the most appropriate services. The ADRC also conducts follow-up and advocacy to individuals experiencing barriers. These services are offered during regular County service hours, Monday-Thursday, 8:30 a.m. to 5:30 p.m.

Clackamas County APS:

DHS's Adult Protective Services (APS) in Clackamas County conduct abuse and neglect investigations and provide protective services to older adults, age 65 and older; adults with physical disabilities; and residents of Aging and People with Disabilities (APD) licensed or certified settings. The types of abuse and neglect investigated are abandonment, financial exploitation, neglect, physical abuse, verbal emotional abuse, wrongful restraint, involuntary seclusion, and sexual abuse. APS also responds to calls about self-neglect.

**CALL HANDLING PROCEDURES AND RESPONSIBILITIES**

Clackamas County ADRC:

- Gatekeeper calls or calls where protective services matters are suggested will be responded to as high priority calls. Information and Referral Specialist will prioritize Gatekeeper calls, emails and referrals over other requests coming into the ADRC.
- When ADRC staff receive calls relating to abuse or neglect of an older adult (over the age of 65) or person with a physical disability (stated or implied), they will follow the Clackamas County ADRC Policy

and Procedure for handling APS calls (EXHIBIT A). It is agreed that appropriate APS-related referrals include but are not limited to:

1. Incident where there is a statement made by the caller that either they or someone else over the age of 65 or experiencing a physical disability is being abused or neglected.
  2. Incident where there is a question based off of statements made by the caller that either they or someone else over the age of 65, or experiencing a physical disability is being abused or neglected.
- Clackamas County ADRC will maintain an up-to-date, specialized resource database of service providers in Clackamas County related to their respective roles as outlined in this MOU.

#### Adult Protective Services:

- When APS staff receive calls where the caller indicates they are a Gatekeeper or want to make a Gatekeeper referral, and the call does not meet definitions of abuse or neglect per OAR 411-20-0001, the APS Specialist will follow the Policy for Adult Protective Services handling Gatekeeper calls (EXHIBIT B).
- When APS staff receive referrals from ADRC staff, a referral number will be shared with the ADRC.

### DOCUMENTATION

ADRC: All Gatekeeper calls coming in to the ADRC will be recorded into the ADRC database (RTZ). Gatekeeper calls will be recorded in RTZ using the Clackamas County ADRC Policy and Procedure for recording Gatekeeper calls (EXHIBIT C).

APS: All identified Gatekeeper calls coming in to APS will be recorded into the ADRC database (RTZ) by ADRC staff. Gatekeeper calls will be recorded into RTZ using the Clackamas County ADRC Policy and Procedure for recording Gatekeeper calls (EXHIBIT C). Information will be provided to the Clackamas County ADRC by APS, per the ADRC Policy and Procedure for APS handling Gatekeeper calls (EXHIBIT B).

### REPORTING AND MONITORING

#### Clackamas County ADRC:

- A monthly report will be pulled and shared with APS that shows the number of Gatekeeper referrals that came in to the ADRC. Success stories will also be shared with APS quarterly as available.

#### Clackamas County ADRC and APS:

- ADRC and APS management will meet quarterly to review MOU and ensure processes in place are effective.

#### Adult Protective Services:

- APS will provide training to ADRC Information and Referral Specialist regarding protective services issues on semi-annually on agreed upon subjects.

The undersigned agencies agree to all terms and conditions set forth in this Memorandum of Understanding.

*Genevieve M. Sundet*

05/17/2016

Signed

Date

Genevieve Sundet, District Manager  
Aging and People with Disabilities, Clackamas County

*Brenda Durbin*

4-26-16

Signed

Date

Brenda Durbin, Director  
Clackamas County Social Services Division of Health, Housing and Human Services Dept.

*Richard Swift*

4.27.16

Signed

Date

Richard Swift, Director  
Clackamas County Health, Housing and Human Services Department



**EXHIBIT A**  
**CLACKAMAS COUNTY ADRC**  
Policy for handling Adult Protective Services calls and referrals

**ADULT PROTECTIVE SERVICES CALLS**

When circumstances warrant, the Information & Referral/Information & Assistance (I&R/I&A) Specialist will make referrals to the local Aging and People with Disabilities office for an APS follow-up and referral. If staff believe abuse or neglect may be occurring, staff are to do the following:

1. If someone is being hurt or is in imminent danger, call 911 immediately.
2. If in the midst of an I&R/I&A call, the caller makes an indication that they or someone else has been neglected or abused, please **stop the conversation**, and let the caller know that they need to speak with an Adult Protective Services specialist. Let them know that you are a mandatory reporter, that information is kept confidential, and that your goal is to ensure theirs (or another person's) safety.
3. Complete the "Clackamas County APS Referral Form" (EXHIBIT D) and via secured email, [send secure], to [clackamascounty.aps@state.or.us](mailto:clackamascounty.aps@state.or.us)
4. **DO NOT EMAIL REFERRALS TO WORKERS DIRECTLY.** APS screeners work on a rotation basis, so the possibility exists that if you email one of them, the information will be retrieved timely. Information needs to be provided through the APS screening line or general email box.
5. Document in RTZ minimum data set for an **Information call**, and summarize call, including who the call was transferred to (or that an email was sent to the general APS mailbox), that an APS referral was made, and the APS referral number in the narrative.

PLEASE NOTE: There are different entities that provide protective services to our populations.

- a. Adult Protective Services: Milwaukie Aging and People with Disabilities office: 971-673-6600.
- b. DD Protective Services : Brian Pollard 503-557-2874
- c. MH Protective Services: 503-655-8585

**\*\*If you are unsure as to how to handle a crisis or protective services call, please seek out assistance from a supervisor. \*\***

**EXHIBIT B**  
**CLACKAMAS COUNTY ADRC**  
Policy for Adult Protective Services handling Gatekeeper calls

When APS staff receive calls where the caller indicates it is a Gatekeeper referral, and the call does not meet definitions of abuse or neglect per OAR 311-20-0001, the APS Specialist will do the following:

1. Email a summary of the presenting situation, including name and contact information to [clackamasadrc@clackamas.us](mailto:clackamasadrc@clackamas.us)
2. The Information and Referral Specialist will follow-up (if requested) with either the caller or the reported victim within 24 hours, or by the end of the next business day.

# EXHIBIT C

## CLACKAMAS COUNTY ADRC

### Policy for recording Gatekeeper calls

**Definition of Community Gatekeeper:** Individuals employed by organizations such as utility companies, departments of sanitation, local post offices, banks, etc. who have been trained to look for and report concerns of abuse and/or neglect. Gatekeepers work in residential neighborhoods on a regular basis (reading gas, electric and water meters, collecting refuse or delivering mail) and are likely to notice if an individual's normal routines have suddenly changed (for example: if the person's mail has not been picked up on a regular basis or they suddenly begin over-drafting their account). Gatekeepers also include police departments and other organizations that conduct regular welfare checks in situations where people have requested the service.

#### Data In-Put for Community Gatekeeper Calls:

1. From a fresh Contact Record in ADRC
2. Caller = Community Gatekeeper
3. Referral Source = ADRC
4. Method of Contact = Phone (most often)



**New Contact**

Type Of Contact \* Phone    How did you hear about us? \* ADRC    Date 11/17/2015    Time 11:46 AM to 12:19 PM  
Caller \* Community Gatekeeper    Call length 32 min  
Calling for: Self    Someone else ✓

#### 5. Non-Consumer Contact Info

- Search for Caller/Gatekeeper using a limited character search (first 2 letters of last name and first 2 letters of first name)

**Caller**

do, jo	<small>Phone number</small>	<small>Agency Name</small>	<input type="checkbox"/> Anonymous
<small>Last Name, First Name</small>			<input type="button" value="Search"/>

[Add Another Caller](#)

- Select Existing or Add New
- Record Agency
- Record Telephone Number



- Relationship = Not Related

Caller

Remove Caller

Not Related  Doe John Is there a Caregiver dealing with Alzheimer's/Dementia? Unknown

Other  Clackamas

12345 South Lane Address Line 2 Home Phone  Phone number

Portland OR  9704 Home  name@wellsfargo.com

Hide from Other Agencies:  Wells Fargo Bank  Reset Agency

[Add Another Caller](#)

## 6. Consumer Info and Demographics

- Search for consumer using a limited character search (first 2 letters of last name and first 2 letters of first name)
- Select Existing or Add New
- Record Consumer's Telephone #
- Record Consumer's Address
- DOB (if available)
- Record Consumer's Age (if DOB was not entered)
- Record Consumer's Gender
- Record Consumer's Race
- Record Consumer's Ethnicity
- Record Consumer's County (if address was not entered)
- Record Consumer's Zip (if address was not entered)
- Record Urban/Rural
- Record Veteran Status (if able to record)

Test, Test, Test Edit ID Number: 589465

Home County Clackamas Other 503-555-5555 x  
 54321 Test Rd Address Line 2 Type test@test.test  
 Canby OR 97013 Homeless?   
 Valid Dates From 07/01/2010 To 12/31/9999  
 Directions to Home: Notes:

**Characteristics**

DOB: 12/25/1946 Age: 68 Functionally Impaired:

Gender: Male Veteran Status: No  Physical Disability

Transgender: No Veteran ID#   Dementia/Alzheimer's

Ethnicity: Non-Hispanic or Latino Income Information: At or Below 100% FPL  Mental Health/Illness

Race: White Income: 800  Vision

If other, specify  Employment Status: Disabled  Hearing

English Fluency: Fluent Receives Social Security: Disability  TBI

Primary Language (Main): English Receives SSI: Yes  ID/DD

If other, specify  Receives Private Pension: No  Emotional

Literacy: In English  Medicare A  Other Cognitive Impairment

Relationship Status: Widowed  Medicare B  Other

Lives With: Alone  Medicare D  None

Household Size: 0 Medicare #: 111 11 1111

Housing Type:  Medicaid:

If other, specify   Caring for individual with Alzheimer's/Dementia

Urban/Rural: Urban

8. Referrals and Needs

- Category => Abuse and Neglect Issues
- Taxonomy => Adult Protective Intervention/Investigation [PH-6500.0500-050]
- Record all programs referred

Information and Referral

Consumer Services & Protection | Fraud Prevention New Search Referral(2)

Refer By: Info Phone Mail In Person Inter Office Email

APS	Info	Phone	Mail	In Person	Inter Office	Email
X Adult Protective Services - Clackamas County Oregon Department of Human Services - Clackamas County DHS-APD ADULT PROTECTIVE SERVICES 4382 INTERNATIONAL WAY SUITE C Milwaukie, OR 97222-4627 4382 International Way Suite C Oregon City, OR 97222-4627	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consumer Need Abuse and Neglect Issues Taxonomy Term Adult Protective Interv						
Consumer Services & Protection   Fraud Prevention	Info	Phone	Mail	In Person	Inter Office	Email
X Senate Aging Committee - Anti-Fraud Hotline 1-855-303-9470 Senate Aging Committee - Anti-Fraud Hotline G31 Dirksen Senate Office Building Washington, DC 20510 855-303-9470 202-224-5364	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consumer Need Consumer Services & Protection Taxonomy Term Fraud Prevention						

Save Print Referrals

- 9. Add Notes (following the Oregon Access Standards)
- 10. Schedule Follow-Up (as needed)

Log #: \_\_\_\_\_ Date: \_\_\_\_\_  
(Local APS Only)

## Clackamas County, APS Referral Form

Please, submit by email: [clackamascounty.APS@state.or.us](mailto:clackamascounty.APS@state.or.us) or fax: 971-673-6109

### Referral Source:

Anonymous

Name:

Address:

City/State/Zip:

Phone Number:

Relationship to Reported Victim:

### Reported Victim:

Name:

Date of Birth:

Age:

Address:

City/State/Zip:

Phone:

Sex:  Male  Female

Physically Disabled:  Yes  No

Medicaid Prime #:

Medicaid Case Manager Name:

### Facility Information (if applicable):

Name of Facility:

Type of facility:  NF  RCF  ALF  AFH  RB

Complainant wants a copy of the report:  Yes  No

Address if different:

### Additional Reported Victim:

Name:

Date of Birth:

Age:

Address:

City/State/Zip:

Phone:

Sex:  Male  Female

Physically Disabled:  Yes  No

### Reported Perpetrator:

Name:

Date of Birth:

Age:

Address:

City/State/Zip:

Phone:

Sex:  Male  Female

Relationship to Reported Victim:

Criminal History  Drug/Alcohol  Weapons  Other Info

### Potential witnesses, additional victims and perpetrators:

(Name / Address / Phone / Role)

- 1.
- 2.
- 3.

Date and Time of the Incident:

Ongoing Problem?

**Describe Your Concerns or a Description of the Problem:**

**\*\*\* ARE THERE ANY SAFETY CONCERNS FOR THE VICTIM OR INVESTIGATOR? \*\*\***

Be Specific (weapons, animals, drug use, etc...)

**APS Office Use Only:**

Log #:  Community  Facility  Community in Facility

Date Received: Time Received:

Screener: Choose

Reported Allegation of Abuse: Choose | Reported Allegation of Abuse: Choose

Investigator Assigned: Choose

Response Time:  2-Hour  Next Day  5-Day

Screened Out:

Referral Code: Choose | Date of Referral:



February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Sub-recipient Professional Services Agreement with Outside In, Inc. for  
HIV Testing and Counseling Services

<b>Purpose/Outcomes</b>	Provide HIV testing, counseling, and outreach to Clackamas County population.
<b>Dollar Amount and Fiscal Impact</b>	The maximum Agreement value is \$22,477.
<b>Funding Source</b>	Funding provided by the State of Oregon - Oregon Health Authority. No County General Funds are involved.
<b>Duration</b>	Effective upon execution
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on 01/06/2021 - AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is a grant
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – (503) 742-5956
<b>Contract No.</b>	9966

**BACKGROUND:**

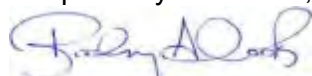
The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Sub-recipient Professional Services Agreement with Outside In, Inc. for HIV Testing and Counseling Services. The County receives funding through the Local Public Health Authority Agreement (LPHA) with the State of Oregon. This funding is a mix of federal and state funding. The County contracts with Outside In, Inc. to manage the HIV program.

This Agreement has a maximum value of \$22,477. This Agreement is effective upon signature.

**RECOMMENDATION:**

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

Respectfully submitted,



Rodney Cook  
Interim Director, Health, Housing & Human Services



**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 21-020**

Project Name: **HIV Testing – Contract #9966**

Project Number: **40063**

This Agreement is between **Clackamas County**, a political subdivision of the State of Oregon,  
acting by and through its Department of Health, Housing and Human Services,  
Clackamas County Public Health Division  
and **Outside In**, an Oregon Nonprofit Organization.

**Clackamas County Data**

Grant Accountant: **Sherry Olson**

Program Manager: **Anna Summer**

Clackamas County – Public Health Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045  
Phone: (503) 742-5342  
Email: [SOlson4@co.clackamas.or.us](mailto:SOlson4@co.clackamas.or.us)

Clackamas County – Public Health Division  
2051 Kaen Road, Suite 367  
Oregon City, OR 97045  
Phone: (503) 742-5382  
Email: [ASummer@co.clackamas.or.us](mailto:ASummer@co.clackamas.or.us)

**Subrecipient Data**

Finance/Fiscal Representative: **Bonnie Ross**

Program Representative: **Haven Wheelock**

Outside In  
1132 SW 13<sup>th</sup> Ave  
Portland, OR 97205  
Phone: 503-535-3803  
Email: [bonnier@outsidein.org](mailto:bonnier@outsidein.org)  
DUNS: 867947061

Outside In  
1132 SW 13<sup>th</sup> Ave  
Portland, OR 97205  
Phone: 503-535-3826  
Email: [havenw@outsidein.org](mailto:havenw@outsidein.org)

**RECITALS**

1. COUNTY has an Intergovernmental Agreement (“IGA”) for the Financing of Public Health Services through its Public Health Division, the entity designated, pursuant to ORS 431.375(2), as the Local Public Health Authority for Clackamas County (“LPHA”) and the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium period 2019-2021. SUBRECIPIENT desires to partner with COUNTY to fulfill the objectives of such IGA, which includes Program Element 07 for HIV Prevention Services. Funds provided under this Agreement for such Program Element may only be used in accordance with and subject to the requirements and limitations for the following services and appropriate costs associated with the delivery of such services (“Services”):
  - a. Confidential HIV counseling, rapid testing, and referral services;
  - b. Other HIV prevention services with evidence of effectiveness to identified high-risk populations in COUNTY’s service area; and
  - c. Structural activities that facilitate the delivery of HIV prevention services to high-risk populations in COUNTY’s service area.
2. Priority populations for service focus in Oregon are identified in the current Integrated HIV Prevention and Care Plan Guidance found at:

<https://hab.hrsa.gov/sites/default/files/hab/Global/hivpreventionplan062015.pdf>. Funds awarded under this Agreement may only be expended on Services included in COUNTY's HIV Prevention Program Model Plan that has been approved by the Department of Human Services ("DHS") HIV Prevention Program, with an emphasis focused predominantly on services for the high-risk populations identified above.

3. Project description: Expand HIV client-centered counseling, testing and referral services ("CTRS") and continue to provide outreach to CTRS to sexual and social networks of men who have sex with men ("MSM") and other priority populations who reside in Clackamas County.
4. This Grant Agreement of Federal financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

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

#### AGREEMENT

- 1) **Term and Effective Date.** This Agreement becomes effective on execution. Eligible expenses for this Agreement may be charged during the period beginning **July 1, 2020** and expiring **June 30, 2021**, a total of twelve (12) months.
- 2) **Program.** The Program is described in Attached Exhibit A: Subrecipient Statement of Program Objectives. SUBRECIPIENT agrees to carry out the program in accordance with the terms and conditions of this Agreement.
- 3) **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the 2020-2021 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority for the Financing of Public Health Services and the U.S. Department of Health and Human Services, that is the source of the grant funding, in addition to compliance with requirements of Title 45 of the *Code of Federal Regulations*, Part 74. A copy of the applicable sections of the grant award has been provided to SUBRECIPIENT by COUNTY. A complete copy of the 2020-2021 State of Oregon Intergovernmental Agreement by and through the Oregon Health Authority will be provided upon request by SUBRECIPIENT. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, 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 the 2020-2021 Intergovernmental Agreement, HIV Prevention Activities for Health Departments, **CFDA No. 93.940** issued to COUNTY by the State of Oregon from the U.S. Department of Health and Human Services. The maximum, not to exceed, grant amount COUNTY will pay is **\$22,477**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.
- 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 OHA 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.

Upon completion of improvements or upon termination of this Agreement, any unexpended balances of 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 it has received an award sufficient to pay for this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 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) **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) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the

requirements and objectives at the end of the period of performance must be returned to the County within 15 days.

- c) **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 obligations incurred during the funding period.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **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 COUNTY. At no time may budget modification change the scope of the original grant application or Agreement.
- h) **Indirect Cost Recovery.** SUBRECIPIENT chooses to use the federally-authorized *de-minimis* indirect cost rate of 10%, which is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.
- i) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- j) **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.
- k) **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- l) **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or SUBRECIPIENT, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Exhibit D: Required Financial Reporting and Reimbursement Request on a monthly basis.
- m) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F & G), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 90 calendar days after the end date of this agreement. 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 residual supplies valued over \$5,000 per 2 CFR 200.313 & 314.

- n) **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>.
- o) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <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.
- p) **Lobbying.** SUBRECIPIENT certifies (Exhibit C: Lobbying) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and the Byrd Anti-Lobbying Amendment 31 U. S. C. 1352. In addition, SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (3) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- q) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT's fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If requested and if SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- r) **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.331. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- s) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the

conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- t) **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for contained in the State of Oregon Grant Intergovernmental Agreement, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- u) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this Agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of 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, 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.

#### 11) 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 and supplemented in U.S. Department of Labor regulations (41 CFR Part 60); (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; (ix) all federal laws requiring reporting of Client abuse, and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and 2 CFR Part 200 as applicable to SUBRECIPIENT. No federal funds may be used to provide services in violation of 42 U.S.C. 14402.
- 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) **Energy Efficiency.** SUBRECIPIENT will 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).
- d) **Pro-Children Act.** SUBRECIPIENT shall comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
- e) **Safeguarding of Client Information.** SUBRECIPIENT shall maintain the confidentiality of client records as required by applicable state and federal law. Without limiting the generality of the

preceding sentence, SUBRECIPIENT shall comply with the following confidentiality laws, as applicable: ORS 433.045, 433.075, 433.008, 433.017, 433.092, 433.096, 433.098, 42 CFR Part 2 and any administrative rule adopted by OHA implementing the foregoing laws, and any written policies made available to COUNTY by OHA. Subcontractor shall create and maintain written policies and procedures related to the disclosure of client information, and shall make such policies and procedures available to COUNTY and the Oregon Health Authority for review and inspection as reasonably requested.

- f) **Information Privacy/Security/Access.** If the services performed under this Agreement requires SUBRECIPIENT to access or otherwise use any OHA Information Asset or Network and Information System to which security and privacy requirements apply, and OHA grants COUNTY, its subrecipient(s), or both access to such OHA Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require its staff to which such access has been granted to comply with the terms and conditions applicable to such access or use, including OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.
- a) **Resource Conservation and Recovery.** SUBRECIPIENT shall 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.
- 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. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by COUNTY shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d) **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.82) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this Agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e) **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.
- f) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- Procure a commercial sex act during the period of time the award is in effect; or
- Used forced labor in the performance of the Agreement or subaward under this Agreement.

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.

## 12) Federal and State Procurement Standards

- a) All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b) COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c) SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d) SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

## 13) General Agreement Provisions.

- a) **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents, and the State of Oregon and its officers, employees and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control.



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

- c) **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, elected officials, 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) **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 for bodily injury, death and property damage shall not be less than \$1,000,000. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").
  - 3) **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, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.
  - 4) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$500,000.
  - 5) **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, SUBRECIPIENT shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Agreement, for a minimum of 24 months following the later of : (i) the SUBRECIPIENT's completion and COUNTY's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if SUBRECIPIENT elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then SUBRECIPIENT may request and OHA may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If OHA approval is granted, the SUBRECIPIENT shall maintain "tail"

coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

- 6) **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, elected officials, officers, and employees” as an additional insured.
  - 7) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 days-notice of cancellation provision shall be physically endorsed on to the policy.
  - 8) **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.
  - 9) **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 elected officials, employees and 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. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 10) **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.
  - 11) **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.
  - 12) **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 or the State of Oregon and undertakes this work independent from the control and direction of COUNTY and the State of Oregon excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY or the State of Oregon in any transaction or activity.
  - f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or

immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- h) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same Agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l) **Integration.** This Agreement contains the entire Agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or Agreements.

This Agreement consists of twelve (12) sections plus the following exhibits which by this reference are incorporated herein.

- **Exhibit A:** SUBRECIPIENT Statement of Program Objectives
- **Exhibit B:** SUBRECIPIENT Program Budget
- **Exhibit C:** Congressional Lobbying Certificate
- **Exhibit D:** Required Financial Reporting
- **Exhibit D.1** SUBRECIPIENT Reimbursement Request
- **Exhibit E:** Quarterly Performance Reports and State of Oregon HIV Prevention Program Workbook for FY2019
- **Exhibit F:** Final Financial Report
- **Exhibit G:** Residual Supplies Inventory
- **Exhibit H:** Business Associate Agreement

*Signature page follows*

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

CLACKAMAS COUNTY

OUTSIDE IN

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

Signing on Behalf of the Board,

By: \_\_\_\_\_  
Rod Cook, Assistant Director  
Health, Housing and Human Services

By: Digitally signed by Patricia Patron  
DN: cn=Patricia Patron, o=Outside In, Inc,  
email=patricap@outsidein.org, c=US  
Date: 2021.01.18 16:39:45 -0800  
Patricia Patron  
Patricia Patrón, Executive Director

Dated: \_\_\_\_\_

Dated: 1/18/2021

Approved to Form

By: Digitally signed by Andrew Naylor  
Date: 2021.01.26 11:40:04 -0800  
Andrew Naylor  
County Counsel

Dated: \_\_\_\_\_

## EXHIBIT A

### OUTSIDE IN SCOPE OF WORK FOR HIV TESTING

#### **Background:**

This work will be conducted to accomplish, in part, the following strategies for HIV Prevention (Program Element 7) CDC HIV Prevention & Surveillance Integrated Grant 2018-2022:

- ❖ Identify person with HIV infection or uninfected persons at risk for HIV infection which includes:
  - HIV testing
  - Partner Services
  - Data-to-care
- ❖ Comprehensive prevention services for HIV-negative persons at risk for HIV infection that includes:
  - PrEP/nPEP referrals and navigation

#### **Section I: Scope of Work**

- A. SUBRECIPIENT Agrees to the following:
1. Conduct confidential HIV Testing Clinics as described below:
    - a. Clackamas Service Center 2 times per week (Days and times to be determined by mutual agreement of both parties.)
    - b. The Founders Clinic 1 time per week (Days and times to be determined by mutual agreement of both parties.)
    - c. Conduct a minimum of 250 HIV tests annually targeting people who inject drugs.
      - i) SUBRECIPIENT shall direct services to people who inject drugs and other affected populations known through local epidemiology to be at disproportionate risk for HIV infection. SUBRECIPIENT shall use the Oregon Integrated HIV Prevention and Care Plan 2017 – 2021 plan and local epidemiological data to guide decisions. All oversight, quality assurances, liability and other processes for the provision of HIV testing and counseling are the sole responsibility of SUBRECIPIENT.
    - d. Offer same day confirmatory HIV testing to individuals testing positive to rapid preliminary testing.
  2. Partner Services facilitation to ensure linkage to medical care / support services and to support the notification of sex and needle-sharing partners.
    - a. SUBRECIPIENT shall comply with Oregon disease reporting guidelines and inform clients with positive HIV test results that their health department will

contact them to offer help with partner services and linking to care. Per investigative guidelines, COUNTY requires that individuals with preliminary positive HIV rapid tests who refuse same day confirmatory testing be reported.

- b. SUBRECIPIENT shall refer HIV confirmatory positive clients and preliminary positive clients declining confirmatory testing to COUNTY Partner Services program. A referral system will be mutually established by SUBRECIPIENT and COUNTY. In collaboration with COUNTY, SUBRECIPIENT shall ensure linkage into medical care and supportive services.
3. Provide education around Pre-Exposure Prophylaxis (“PrEP”) and Nonoccupational Post Exposure Prophylaxis (“nPEP”) awareness with persons at risk to prevent acquisition of HIV.
  4. Ensure all non-licensed team members conducting HIV testing have received trainings as required by the Oregon Health Authority HIV/STD/TB Program.
  5. Routinely and with 95% accuracy collect and enter required variables into data system housed and managed by Multnomah County Public Health.
  6. Provide agency level medical oversight and medical authorization of non-licensed employees.
  7. Obtain and maintain a Clinical Laboratory Improvement Amendments (“CLIA”) certificate of waiver for rapid HIV.
  8. Submit a monthly numbers report and quarterly narrative report to COUNTY.
  9. SUBRECIPIENT shall comply with Oregon Health Authority HIV/STD/TB Program (“OHA/HST”) revised data management guidelines short-term plan and pending finalized plan.
  10. If SUBRECIPIENT is contacted by the media for information regarding the services under this contract, the SUBRECIPIENT is required to notify Anna Summer (503-742-5382) to discuss the most appropriate response. Contact shall be made by telephone the same business day or the following business day if after hours.
- B. COUNTY agrees to:
1. Arrange SUBRECIPIENT access to no cost Oregon State Public Health Laboratory standard and confirmatory HIV testing.
    - a. <https://apps.state.or.us/Forms/Served/le0042p.pdf> On-line fillable Oregon State Public Health Laboratory Form.
  2. Prioritize access to Partner Services for clients testing HIV confirmatory positive.

3. Provision of local and relevant (as mutually determined between both parties) data to support this Scope of Work.
4. Disease Intervention Specialist (“DIS”) staff time to collaborate and plan to accomplish this Scope of Work.
5. Infectious Disease Control and Prevention management time to provide oversight and support this Scope of Work.

C. SUBRECIPIENT reporting requirements:

1. Quarterly Workbook completion and submitted to Clackamas County Public Health Infectious Disease Control Program (“CCPH IDCP”) by the following dates: October 15, 2020; January 15, April 15, and July 15, 2021.
2. Quarterly management check-in meetings to review deliverables - dates to be scheduled between SUBRECIPIENT and CCPH IDCP management during week of workbook completion (see dates above).
3. Routine SUBRECIPIENT internal tracking reports of prevention services activities not provided in Evaluation Web or Workbook reporting formats provided to CCPH IDCP program manager and staff to utilize for planning and intervention services as needed [frequency of reporting, means of verification and person(s) responsible outlined in internal tracking sheet developed by SUBRECIPIENT/CCPH IDCP management.
4. Quarterly in-person meetings as well as on-going communication as needed w/ CCPH DIS and SUBRECIPIENT field staff to coordinate outreach and services.

<b>HIV Prevention - FY20 Subcontractor Line Item Budget</b>							<b>Contract Amount:</b>	<b>\$22,477</b>
<b>Complete all yellow shaded areas and cell values colored blue.</b>								
<b>For assistance, contact: Barbara Keepes, 971-673-0573, barbara.j.keepes@state.or.us</b>								
<b>County: Clackamas</b>								
<b>Subcontractor: OUTSIDE IN</b>								
<b>Completed by: (include contact information): Bonnie Ross, Finance Director Outside In; Bonnier@outsidein.org; 503-535-3803</b>								
<b>Date Completed: 04/07/2020</b>								
<b>IMPORTANT:</b>								
1. This form must be completed by staff responsible for program budgets and fiscal monitoring.								
2. If your agency is subcontracting for services, a separate line item budget is required for each subcontractor.								
<b>Budget Categories</b>			<b>Description</b>				<b>(A) Services / Costs Sub-Total</b>	
<b>A) Personnel</b>			Annual Salary & Fringe (Direct Services)	FTE based on 2080 hr work year	Rate / hr	Hrs / mo	# of mo. budgeted	Total
<i>Example</i>	<i>Jane Doe, R.N.</i>	<i>\$38,750.00</i>	<i>0.50</i>	<i>#DIV/0!</i>	<i>0.00</i>	<i>12</i>	<i>#DIV/0!</i>	
1	Syringe Exchange Specialist	\$44,782.00	0.20	\$21.53	34.67	12	\$8,956	
2	IDUHS Program Coordinator	\$68,973.00	0.08	\$31.73	13.00	12	\$5,173	



		<b>Total</b>	<b>\$113,755.00</b>	<b>0.28</b>	<b>\$53.26</b>	<b>47.67</b>		<b>\$14,129</b>
<b>B) Fringe Benefits</b>		Personnel Costs	Fringe Benefit Rate %					Total:
		\$14,129.38	32%					<b>\$4,465</b>
<b>C) Travel</b>		Include calculations for lodging, per diem, mileage, location of travel, number of people traveling and purpose of travel. Mileage rate may not exceed \$0.545 / mile. Do not budget mileage on county owned cars.						
		<b>Item</b>	<b>Detail</b>					
		1	Round trip mileage from OI to Founders Clinic: 17 miles x .575 IRS standard mileage rate 2020 x 1 per week					\$508
		2	Round trip mileage from OI to the Clackamas Service Center: 9 miles x .575 IRS standard mileage rate 2020 X 2 per week					\$538
		3						\$0
		4						\$0
		5						\$0
		<b>Total</b>						<b>\$1,047</b>
<b>D) Equipment</b>		Equipment is defined as costing \$5000 or greater and having a useful life of at least one year. Equipment purchases must be preapproved.						
		<b>Item</b>	<b>Detail</b>					

	1		\$0
	3		\$0
	<b>Total</b>		<b>\$0</b>
<b>E) Supplies</b>		List supply detail including office & medical supplies. If using an allocation method, detail how costs are allocated, (i.e. FTE, sq footage, etc). For supplies, list item, quantity and cost. Preprinted, purchased materials are considered a supply item, direct printing costs of materials, is to be listed in section G, Other. The purchase of furniture is not allowed in this award.	
	Item	<b>List item and cost</b>	
	1	Alere HIV test kits \$16.40 @ 25 per year	\$410
	2	Safer Sex Supplies -Condoms and lube for distribution in Clackamas County	\$283
	3	Misc testing supplies (lances bandaids gauze etc)	\$100
	4		\$0
	5		\$0
	6		\$0
	7		\$0
	8		\$0
		<b>Total</b>	<b>\$793</b>
<b>F) Consultants</b>		List all consultant costs and area in which consultative services to be provided	
		<b>Summarize cost for each consultant</b>	
	1		\$0

	2		\$0
	<b>Total</b>		<b>\$0</b>
<b>G) Other</b>		List costs for staff training or trainings that the LPHA will be providing, marketing / advertising costs for all replication and distribution of materials, telephone, and other direct costs not already indicated. Printing costs, postage and office equipment rental. Note: food and beverages are only allowable when used as an incentive or as an integral part of an intervention. Incentives must be detailed, including individual costs, purpose of the incentive, and how incentive is to be used and tracked. For negotiable incentives, e.g., gift cards, a copy of cash handling procedures must be submitted with any request for incentive use. Any costs that are allocated costs must include allocation method.	
	Item	<b>Detail</b>	
	1		\$0
	2		\$0
	3		\$0
	4		\$0
	5		\$0
	6		\$0
	7		\$0
	8		\$0
	<b>Total</b>		<b>\$0</b>
<b>H) Contractual</b>	Item	List all subcontracts, submit a separate line item budget for each contractor	

		<b>Subcontracted Agency</b>	
	1		\$0
	2		\$0
	3		\$0
	<b>Total</b>		<b>\$0</b>
<b>I) Total Direct Costs</b>	Sum of A - H		
	<b>Total</b>		\$20,434
<b>J) Indirect Costs</b>	Item	Outside In does not have a federal negotiated indirect cost rate. Per 2 CFR 200.414(f) Outside In elects to charge a de minimis rate of 10% of total direct costs.	\$2,043
	<b>Total</b>		
<b>Total Direct Program Expenses - must match contract amount - sum of I &amp; J</b>			<b>\$22,477</b>
<b>Contract Amount:</b>			

**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.

Outside In

Organization Name

Award Number or Project Name

Patricia Patron

Digitally signed by Patricia Patron  
DN: cn=Patricia Patron, o=Outside In, ou=Outside In, email=ppatron@outsidein.org, c=US  
Date: 2021.01.18 15:43:41 -0500

Name and Title of Authorized Representative

Executive Director

1/18/2021

Signature

Date

**EXHIBIT D**  
**REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST**

<b>PROJECT NAME: HIV Testing and Counseling</b>	<b>AGREEMENT 21-020 Contract #9966</b>
<b>SUB-RECIPIENT: OUTSIDE IN</b>	

**COMPENSATION AND RECORDS**

- A. COUNTY shall compensate SUBRECIPIENT for satisfactorily completing activities described in EXHIBIT A. above.
- B. Total payments to SUBRECIPIENT shall not exceed **\$22,477**.
- C. COUNTY agrees to pay SUBRECIPIENT true and verifiable expenses on a monthly basis after payment is received from the State of Oregon.
- B. Method of Payment: To receive payment, SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses as outlined below:

SUBRECIPIENT shall submit Request for Reimbursement Form monthly for true and verifiable expenses by the tenth day of the month following that in which service was performed. Requests shall be submitted to Clackamas County Public Health (“CCPHD”), Attn: Sherry Olson 2051 Kaen Road, Suite 367, Oregon City, Oregon 97045, or electronically to: [SOlson4@co.clackamas.or.us](mailto:SOlson4@co.clackamas.or.us) . When submitting electronically, designate SUBRECIPIENT name and contract **Agreement 21-020 Contract #9966** in the subject of the e-mail.

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

Withholding of Agreement Payments: Notwithstanding any other payment provision of this Agreement, should SUBRECIPIENT fail to submit required reports when due, or submit reports which appear patently inaccurate or inadequate on their face, or fail to perform or document the performance of contracted services, 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 complete the State of Oregon HIV Prevention Program Workbook for FY2021 (Exhibit E) **quarterly**. CCPHD will complete their section of the workbook and send the workbook electronically via E-mail to SUBRECIPIENT by the tenth day of the month. SUBRECIPIENT will complete its sections and return to CCPHD by the 20<sup>th</sup> of the month. **Completed workbook due to Oregon Health Authority (“OHA”) 30 DAYS AFTER QUARTER END.**

**Reporting Periods:**

**07/01/2020 - 09/30/2020, 10/31/2020 - 12/31/2020, 01/01/2020 - 03/31/2021, 04/01/2021  
– 06/30/2021**

- C. Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of seven (7) years after receipt of final payment under this contract; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- D. Access to Records: COUNTY, the State of Oregon, and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of SUBRECIPIENT which are directly pertinent to the contract for the purpose of making audit, examination, excerpts, and transcripts.

If an audit discloses that payments to SUBRECIPIENT were in excess of the amount to which the SUBRECIPIENT was entitled, then SUBRECIPIENT shall repay the amount of the excess to COUNTY.

**(Sample of Request for reimbursement form on next page)**

EXHIBIT D1: SUBRECIPIENT REQUEST FOR REIMBURSEMENT CLACKAMAS COUNTY PUBLIC HEALTH DIVISION					
<b>Organization:</b>			<b>CLAIM PERIOD:</b>  <b>Jul-20</b>	Note: This form derives from the approved budget in your grant agreement. All expenditures must have adequate supporting documentation.	
<b>Service:</b>					
<b>Program Contact:</b>					
<b>Agreement Term:</b>					
<b>Agreement Number:</b>	21-020				
<b>Category</b>	<b>Approved Grant Amount</b>	<b>Monthly Grant Expenditure</b>	<b>Total Monthly Expenditure</b>	<b>YTD Grant Expenditure</b>	<b>Balance</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)					
[Funded Position Name - Salary]	\$ -	\$ -	\$ -	\$ -	\$ -
[Funded Position Name - Fringe]	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Personnel Services</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Supplies</b>					
Phone, computer	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Travel</b>					
Mileage (.54/milex200 miles)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Additional (please specify)</b>					
Client assistance (bus tickets, etc.)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Programmatic Costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Indirect Rate (10 de minimis%)</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Grant Costs</b>	\$ -	\$ -	\$ -	\$ -	\$ -

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).

<b>Prepared by:</b>				
<b>Authorized SUBRECIPIENT Official:</b>				
<b>Date:</b>				
<b>Department Review:</b>				
<b>Project Officer Name:</b>				
<b>Department:</b>				
<b>Signature:</b>				
<b>Department: forward to Grant Accountant for review and processing</b>				<b>Grant Accountant Initial/Date:</b>



**EXHIBIT E**  
**MONTHLY AND FINAL PERFORMANCE REPORT**

<b>PROJECT NAME: HIV Testing and Counseling</b>	<b>AGREEMENT #21-020 Contract #9966</b>
<b>SUBRECIPIENT: OUTSIDE IN</b>	

OHA will send the HIV Prevention Program Workbook to SUBRECIPIENT and CCPHD. SUBRECIPIENT will complete the workbook and send to CCPHD 10 days prior to the OHA due date (30 DAY AFTER QUARTER END)

**Reporting Periods:**

**07/01/2020- 09/30/2020, 10/31/2020- 12/31/2020, 01/01/2021 - 03/31/2021, 04/01/2021 – 06/30/2021**

**CLACKAMAS COUNTY AND OUTSIDE IN, INC SUBRECIPIENT AGREEMENT  
 EXHIBIT F: FINAL FINANCIAL REPORT**

<b>Project Name: HIV Testing and Counseling</b>	<b>Agreement #: 21-020</b>
<b>Federal Award #:</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: OUTSIDE IN</b>	
<b>Has Subrecipient submitted all requests for reimbursement? Y/N</b>	
<b>Has Subrecipient met all programmatic closeout requirements? Y/N</b>	

**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 non-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: \_\_\_\_\_

**CLACKAMAS COUNTY AND OUTSIDE IN, INC SUBRECIPIENT GRANT AGREEMENT  
 EXHIBIT G: RESIDUAL SUPPLIES INVENTORY**

<b>Project Name: HIV TESTING AND COUNSELING</b>	<b>Agreement #: 21-020</b>
<b>Federal Award: #</b>	<b>Date of Submission: XX/XX/XX</b>
<b>Subrecipient: OUTSIDE IN</b>	
<b>Is this program continuing beyond the expiration of this agreement?: Y/N</b>	
<b>If yes, does the subrecipient request to continue to use all or part of the supplies? Y/N</b> <b>(If yes, identify all such supplies below by marking it with a highlighter)</b> <b>OR</b> <b>Does the subrecipient request the use of the supplies on</b> <b>other federally supported activities? Y/N</b> <b>If subrecipient does not request continued use of items of equipment, the federal agency will issue</b> <b>disposition instructions. Other agency-specific requirements may apply.</b>	

**Residual Supplies Inventory  
 Items of Supplies with an Aggregate, Current Fair Market Value of  
 \$5,000 or more and purchased with Federal Grant Funds**

*Attach more sheets if necessary*

Items Description	Location	Estimated Current Fair Market Value	Disposition Date & Price, if applicable

Subrecipient's Certifying Official (printed): \_\_\_\_\_

Subrecipient's Certifying Official (signature): \_\_\_\_\_

Subrecipient's Certifying Official's title: \_\_\_\_\_

Subrecipient's Certifying Official's telephone: \_\_\_\_\_

**EXHIBIT H  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of \_\_\_\_\_ (“Effective Date”) by and between Clackamas County, on behalf of its Health, Housing and Human Services, Public Health Division (“Covered Entity”) and Outside In (“Business Associate”) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (“HIPAA”).

**RECITALS**

**Whereas**, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

**Whereas**, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement (“Agreement”);

**Whereas**, such information may be Protected Health Information (“PHI”) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

**Whereas**, the Parties agree to establish safeguards for the protection of such information;

**Whereas**, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

**Now, Therefore**, the parties hereby agree as follows:

**SECTION I – DEFINITIONS**

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member’s course and scope of employment or placement;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Designated Record Set” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 “Effective Date” shall be the Effective Date of this Business Associate Agreement.
- 1.5 “Electronic Protected Health Information” or “Electronic PHI” shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 “Health Care Operations” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 “Individual” shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 “Individually Identifiable Health Information” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.

- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate

- on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the

Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

#### **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:
- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
  - b. In plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
    - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
    - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
    - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
  - c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

#### **SECTION VI – TERM AND TERMINATION**

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted

or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 **Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

**SECTION VII – GENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.



- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.
- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

**Business Associate**  
*Outside In*

**Covered Entity**  
*Clackamas County*

By: Patricia Patrón  
Digitally signed by Patricia Patrón  
DN: cn=Patricia Patrón, o=Outside In,  
c=US  
Date: 2021.01.18 16:29:08.0  
Patricia Patrón,

By: \_\_\_\_\_  
Rod Cook

Title: Executive Director

Title: Interim Director, H3S

Date: 1/18/2021

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



February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Change Order #4 between Clackamas County and  
Ankrom Moisan Associated Architect, Inc. for the Sandy Health Clinic Project

<b>Purpose/ Outcome</b>	Change Order #4 will allow for continued services with Ankrom Moisan Associated Architects, Inc. to design medical and dental space for a new health center in Sandy.
<b>Dollar Amount and Fiscal Impact</b>	Original Ankrom Moisan Contract Amount:.....\$190,700 Change Order No.1-H3S Approved for Zoning Change:.....\$ 18,113 (9.5%) Change Order No.2-BCC Approved Land Use Issues:.....\$ 43,955 (32%) Change Order No.3-BCC Approved Design Review Costs:.....\$ 23,483 (44.9%) <u>Change Order No.4-BCC Pending Geotech and Design Work...\$ 6,350 (48.2%)</u> New Ankrom Moisan Contract Total:.....\$282,601  <b>No County General Funds will be used for this project.</b>
<b>Funding Source</b>	Health Centers - Fund Balance
<b>Duration</b>	August 15, 2019 through March 15, 2022.
<b>Previous Board Action/ Review</b>	The BCC approved Ankrom Moisan Architects Contract on August 15, 2019. The BCC approved Change Order #3 on June 25, 2020.
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
<b>Counsel Review</b>	The Professional Services Contract was reviewed and approved by County Counsel 1. August 5, 2019 2. AN
<b>Procurement Review</b>	1. Was the item processed through Procurement? No 2. RFP and Professional Services Contract was obtained from Procurement.
<b>Contact Person(s)</b>	Mark Sirois – Community Development Division: 503-351-7240 Deborah Cockrell – Health Centers: 503-756-9674
<b>Contract No.</b>	H3S 9429

**BACKGROUND:** The Health Centers Division of the Health, Housing and Human Services Department requests the approval of this Change Order #4 regarding the Professional Services Contract with Ankrom Moisan Architects, Inc. Their contract to include: redevelopment of the existing building (6,700 sf) work with the City of Sandy to redesign the site with a new building (8,500 sf) that is larger for County services, start and complete zoning and planning requirements of Sandy. The new address is 39740 Pleasant Street, Sandy, Oregon 97055. The building will to be used for Primary Care, Dental Care, Behavioral Health Clinic and provide Pharmacy Services.

This Change Order #4 is required for the City of Sandy Design Review Process. This Change Order is instrumental for the permit to move forward toward completion and release. This Change Order includes;

*Healthy Families. Strong Communities.*

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

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

Geotechnical infiltration review of the existing site and soil, as well as extending the Professional Services Contract with Ankrom Moisan Architects until February 28, 2022 for the new Sandy Health Center building to be open to the public. The City of Sandy had not informed the project architect nor the County this would be required for the building permit. Therefore, County Staff has reviewed the additional costs and support this Change Order for \$6,350 dollars. This Change Order is an increase of (3.7%) to the total Ankrom Moisan Professional Services Contract.

**PROJECT OVERVIEW:** The Board of County Commissioners (BCC) approved the purchase of this building at the April 16, 2019 business meeting. The County closed on the property on August 22, 2019. Ankrom Moisan was selected through a competitive RFP process and the BCC approved their Professional Services Contract August 15, 2019. Their services are to redesign the existing structure, contract administration, project management, supervise the structural engineer and construction oversight. County Staff will work closely with Ankrom Moisan on all issue of the project. The City of Sandy is expect to release the building permit by February 12, 2021. This project will be publicly bid as soon as possible.

**RECOMMENDATION:** We recommend the approval of this Amendment to the Professional Service Contract via Change Order #4 with Ankrom Moisan and that the H3S Director be authorized to sign on behalf of the Board of County Commissioners.

Respectfully submitted,



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

# CHANGE ORDER FORM

Ankrom Moisan, LLC  
38 NW Davis Street, Suite 300  
Portland, OR 97209

Com. Dev. / Health Ctrs.  
 Ankrom Moisan  
 H3S Director

---

Project Name: Design of Sandy Health Clinic  
Project Address: 39740 Pleasant Street (*New Address*)  
Sandy, OR 97055

Change Order No.: **4**  
Contract Date: **8/19/2019**  
Change Order Date: **2/2/21**  
End of Contract: **3/15/2022**

To: Clackamas County Com. Dev. / Health Ctrs.  
2051 Kaen Road, Suite #245  
Oregon City, Oregon 97045

H3S Database Contract No.:  
**9429**

---

The following change(s) have been authorized by Clackamas County Health Centers. *See the attached letter provided by Ankrom Moisan Architects showing the schedule of fees associated with increases to their existing Professional Services Contract with Clackamas County H3S-Health Centers. These items 1, 2 and 3 are deemed as necessary and vital for the Sandy Clinic Project, known as Change Order No. 4.*

1. Ankrom Moisan Architects/ Contract Time Extension for Services.....	\$ 0.00
2. Ankrom Moisan Architects/ Geotechnical Engineering.....	\$ 3,350.00
3. Ankrom Moisan Architects/ Reimburables for printing/ mileage.....	\$ 3,000.00
<b>Total Additional Fees to the Ankrom Moisan Architects Contract.....</b>	<b>\$ 6,350.00</b>

**Attached supporting documentation (letters and email).**

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Original Contact Price .....	\$190,700.00
Net Change by Previous Change Order(s) No.1, 2 & 3.....	\$ 85,551.00
Contract Price prior to this Change Order .....	\$276,251.00
Contract Price will be (increased) ( <del>unchanged</del> ) by Change Order No. 4 .....	<b>\$ 6,350.00</b>
The new Contract Price including this Change Order will be .....	\$282,601.00

The Contract Time will be increased by this Change Order **(13)** months. The date of Final Completion as of the date of this Change Order therefore is **(March 15, 2022)**.

---

[Signature Page Follows]

Approved:

by: Lori Kellow Feb. 2, 2021  
Lori Kellow, Project Architect (date)  
Ankrom Moisan Architects

Approved:

by: Steve Kelly for Deborah Cockrell 2/2/21  
Deborah Cockrell, FQHC (date)  
Clackamas County Health Centers

Approved:

by: Steve Kelly 2/2/2021  
Steve Kelly, Project Coordinator (date)  
Clackamas County Com. Dev.

Approved:

by: \_\_\_\_\_  
Rodney Cook Interim Director (date)  
Health, Housing & Human Services  
Department

February 2, 2021

Item 1

Mr. Steve Kelly, Project Coordinator  
Clackamas County Community Development Division  
2051 Kaen Rd. Suite 245  
Oregon City, OR 97045

**RE: CLACKAMAS COUNTY - SANDY HEALTH CLINIC CONTRACT EXTENSION**

Dear Steve:

It is exciting that we are almost through the permitting process of the Sandy Clinic. As you are aware, it has been a long arduous process primarily due to the impacts of Covid-19. It has delayed the City of Sandy's officials from being able to process the Design Review and Permit documents.

Additionally, with the demolition of the existing building and the discovery of the contaminated soil, the project schedule has been lengthened to remediate the site and prepare it for construction.

We anticipate the remaining tasks on the schedule to be as follows:

- Permit Issuance -Mid February 2021
- Bid Period - March 2021
- Contract Award - April 2021
- Construction Complete - December 2021
- Close Out and Occupancy - February 28, 2022

This is a conservative time estimate with anticipation the process and construction can move more quickly.

Let us know if you have any questions regarding this request for a contract extension.

Sincerely,  
ANKROM MOISAN ARCHITECTS



Lori Kellow, AIA  
Principal





**Kelly, Steve**

---

**From:** Cockrell, Deborah  
**Sent:** Tuesday, February 2, 2021 10:05 AM  
**To:** Kelly, Steve  
**Subject:** RE: AMA Time Extension

I approve the time extension and agree with the Ankrom Moisan contract date  
Thanks

**From:** Kelly, Steve <SteveKel@clackamas.us>  
**Sent:** Tuesday, February 2, 2021 10:04 AM  
**To:** Cockrell, Deborah <DCockrell@clackamas.us>  
**Subject:** AMA Time Extension

Deborah,

You will just need to approve the Time Extension, back to me in this email, saying you agree with the Ankrom Moisan Project Architect/ Lori Kellow for the Arch. Services Contract Date. Lori will provide the best date possible to the County.

**I will attach your "approved" email to the Change Order #4 document.**

**Steve Kelly**, Project Coordinator  
Clackamas County Community Development  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045

971 . 284 . 9949 (Work Cell)  
[stevekel@clackamas.us](mailto:stevekel@clackamas.us)



January 7, 2021

Mr. Steve Kelly, Project Coordinator  
Clackamas County Community Development Division  
2051 Kaen Rd. Suite 245  
Oregon City, OR 97045

**RE: CLACKAMAS COUNTY - SANDY HEALTH CLINIC  
ADD SERVICES FEE PROPOSAL**

Dear Steve:

Thank you for this opportunity to submit a proposal for additional services for the Sandy Health Clinic. This request is to cover the additional services for outside Geotechnical services and engineering as required by the City of Sandy permit review, with additional document coordination.

Geotechnical Engineering	\$ 3,350
<u>Design Document Coordination</u>	<u>\$ 3,000</u>
<b>Total Add Fees</b>	<b>\$ 6,350</b>

Let us know if you have any questions regarding this request for additional fees.

Sincerely,  
ANKROM MOISAN ARCHITECTS

Lori Kellow, AIA | Architect  
Principal

ARCHITECTURE  
INTERIORS  
URBAN DESIGN  
BRANDING

Ankrom Moisan Architects

PORTLAND

1000 NE Oregon Street  
Portland, OR 97232  
503.251.1000

SEASIDE

1000 NE Oregon Street  
Portland, OR 97232  
503.251.1000

SAN FRANCISCO

1000 NE Oregon Street  
Portland, OR 97232  
503.251.1000

Ankrom Moisan Architects

**Kelly, Steve**

---

**From:** Cockrell, Deborah  
**Sent:** Thursday, January 14, 2021 10:34 AM  
**To:** Kelly, Steve  
**Subject:** RE: Sandy Clinic - Add Services Fee Request

Approved  
Thank you Steve Chairs will not be cloth 😊

**From:** Kelly, Steve <SteveKel@clackamas.us>  
**Sent:** Wednesday, January 13, 2021 6:15 PM  
**To:** Cockrell, Deborah <DCockrell@clackamas.us>  
**Subject:** FW: Sandy Clinic - Add Services Fee Request

Deborah,

**Fee Proposal/ Infiltration Plan – City Sandy Required:** Here is what this add will cost for this City of Sandy Site Infiltration Plan, to the cost of \$6,350. It will be a Change Order.

**Separate Issue/ Lobby Furniture:** Jeff Jorgensen stopped by Monday evening in the office to ask me if the lobby guest chairs will not be cloth? She said sited COVID and Spill issues. Better to wipe down and clean. Well, it seems I will have to do a RFP for that as well.

**Steve Kelly**, Project Coordinator  
Clackamas County Community Development  
2051 Kaen Road, Suite 245  
Oregon City, OR 97045

971 . 284 . 9949 (Work Cell)  
[stevekel@clackamas.us](mailto:stevekel@clackamas.us)

**From:** Lori Kellow <[lorik@ankrommoisan.com](mailto:lorik@ankrommoisan.com)>  
**Sent:** Thursday, January 7, 2021 4:18 PM  
**To:** Kelly, Steve <[SteveKel@clackamas.us](mailto:SteveKel@clackamas.us)>  
**Subject:** Sandy Clinic - Add Services Fee Request

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**Warning: External email. Be cautious opening attachments and links.**

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Steve,  
Attached is the Add Services Fee Request for the Geotechnical Services and Document Coordination.  
Please review and let me know if you have any questions.

Thank you,

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for Amendment #9 to Agreement #7462 a Revenue Agreement with CareOregon for Behavioral Health in Primary Care

<b>Purpose/Outcomes</b>	Provides Clackamas County Health Centers Division (CCHCD) reimbursement for Behavioral Health services within the CCHCD Primary Care Clinics.
<b>Dollar Amount and Fiscal Impact</b>	CCHCD is eligible to receive payment for services furnished to persons enrolled in OHP. This is a no maximum agreement.
<b>Funding Source</b>	No County funds. This is a revenue agreement with CareOregon.
<b>Duration</b>	February 15, 2021 – no expiration.
<b>Previous Board Action</b>	The Board last reviewed and approved this contract on November 25, 2020 Agenda item – A4: 112520-A4.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Individuals and families in need are healthy and safe.</li> <li>2. Ensure safe, healthy and secure communities by enabling individuals to access and receive treatment for low acuity behavioral health disorders within the primary care setting.</li> </ol>
<b>Counsel Review</b>	<ol style="list-style-type: none"> <li>1. January 6, 2021</li> <li>2. KR</li> </ol>
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>2. Revenue contract, no procurement needed.</li> </ol>
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	7642_09

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #9 to agreement #7642 with CareOregon for the purpose of providing Behavioral Health Services in CCHCD Primary Care Clinics.

This agreement will establish a schedule of payments for professional services rendered to OHP/Medicaid Plans recipients under this Agreement. CareOregon will use the formulas and other methodologies set forth in this Agreement.

The intent is to streamline billing practices to reduce barriers for CCHCD providers and to ensure that patients receive health and mental health services in the most appropriate setting.

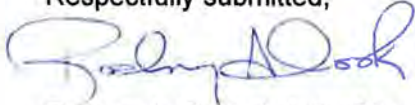
This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized patients cannot be projected with certainty. No County General Funds are involved. The Amendment #9 is effective February 15, 2021 and will continue until terminated.

*Healthy Families. Strong Communities.*

**RECOMMENDATION:**

Staff recommends approval of this amendment.

Respectfully submitted,



Rodney A. Cook, Interim Director  
Health, Housing & Human Services Department

**AMENDMENT #9**

To The

**CAREOREGON PROVIDER AGREEMENT**

Between

**CAREOREGON, INC.**

and

**CLACKAMAS COUNTY BY AND THROUGH ITS HEALTH, HOUSING AND  
HUMAN SERVICES DEPARTMENT, HEALTH CENTERS DIVISION**

This is an Amendment to the CareOregon Provider Agreement (hereinafter referred to as “Agreement”) that was effective June 1, 2016 between CareOregon, Inc. (herein referred to as “CareOregon”) and Clackamas County by and through its health, housing and human service department, health centers division (hereinafter referred to as “Provider”).

CareOregon and Provider agree that the Agreement between the parties be amended as follows:

1. Exhibit D-4, Behavioral Health Services, Schedule of Payment for OHP/Medicaid Plans, is hereby replaced with Exhibit D-4, Program Attachment, Integrated Behavioral Health Services in a Primary Care Setting, Adult and Youth
2. Exhibit D-5, Integrated Behavioral Health Services in a Primary Care Setting, Schedule of Payment for OHP/Medicaid Plans, is hereby added to this Agreement.
3. Attachment A, List of Behavioral Health Providers, is hereby added to this Agreement.

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on **February 15, 2021**. All other terms and conditions of the Agreement shall remain in full force and effect.

**CAREOREGON, INC.**

**CLACKAMAS COUNTY BY  
AND THROUGH ITS HEALTH,  
HOUSING AND HUMAN SERVICES  
DEPARTMENT, HEALTH CENTERS  
DIVISION**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Eric C. Hunter

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

Title: Chief Executive Officer

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

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

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

Tax ID: \_\_\_\_\_

**EXHIBIT D-4  
PROGRAM ATTACHMENT**

**INTEGRATED BEHAVIORAL HEALTH SERVICES  
IN A PRIMARY CARE SETTING**

**A. SERVICE DESCRIPTION**

This Exhibit covers behavioral health services performed by PMHNPs, Psychiatrists, Psychologists, LCSWs, LPCs, LMFTs, CSWAs, LPC interns, LMFT interns, and psychology residents where such behavioral health services are ancillary to and included in the scope of primary care services delivered in a physical health setting. Behavioral Health as defined in OAR 410-141-3500 (8) includes “mental health, mental illness, addiction disorders and substance use disorders”.

As defined in OAR 410-141-3545, Behavioral health treatment services are covered for eligible OHP clients when provided by a CCO under the following circumstances: (1) Provider Organizations (as defined under OAR 410-120-0000) of outpatient behavioral health services shall: (a) Be certified by the Oregon Health Authority as described in OAR 309-008-250 for the scope of services provided; and (b) Comply with applicable rules, including but not limited to, those defined in OAR chapter 309 and any requirements in the CCO contract. Behavioral Health Services as defined in OAR 410-172-0600 (3) means medically appropriate services rendered or made available to a recipient for treatment of a behavioral health or substance use disorder diagnosis.

1. Outpatient mental health services are intended to quickly promote or restore an individual’s previous level of high function/stability or maintain social/emotional functioning. Outpatient mental health services are intended to be focused and time-limited, and a Member is transitioned once the Member can function and maintain their social, emotional and/or mental health without ongoing recovery support services. Services provided to the Member may include services that are delivered in the community or in-home as mutually agreed on by the Provider and Member.
  - As defined in OAR 410-172-0630 (1) In addition to the definition of medically appropriate in OAR 410-120-0000 for behavioral health services, “medically appropriate” means the services and supports required to diagnose, stabilize, care for, and treat a behavioral health condition.
2. Provider shall maintain required access for routine, urgent and emergent appointments within timelines per the access requirements outlined in the CareOregon Provider Manual(s).



3. Provider shall deliver 24-hour, seven day a week telephonic or face-to-face crisis support coverage as outlined in OAR 309-019-0150, as applicable.
4. Provider shall ensure follow-up care for Members after discharge from a hospital for mental illness within seven (7) calendar days of hospital discharge or within three (3) days for members in intensive care coordination.
5. Provider shall comply with OAR 309-019-0100 through 309-019-0220 regarding minimum standards for services and supports provided by substance use disorder and mental health providers, as applicable.
6. Provider must deliver services in a trauma informed and culturally appropriate manner.
7. Provider agrees to deliver services in accordance with the Prioritized List of Health Services current at the time services are rendered.
8. Provider must comply with OAR 410-120-1360 Requirements for Financial, Clinical and Other Records.
9. Provider shall comply with ORS 182.515 and 182.525, Evidence Based Programs.
10. Provider shall comply with all credentialing requirements described in this Exhibit, CareOregon's policies, and any other applicable regulatory requirements, in effect at the time services are rendered.
11. Provider agrees to deliver services in accordance with CareOregon's policies, including the CareOregon Provider Manual(s), in effect at the time services are rendered.
12. Provider shall deliver services under this Exhibit to Members as indicated below and defined by applicable regulations.

**EXHIBIT D-5**

**INTEGRATED BEHAVIORAL HEALTH SERVICES  
IN A PRIMARY CARE SETTING**

**SCHEDULE OF PAYMENT FOR OHP/MEDICAID PLANS:**

This schedule establishes Payment for Integrated Behavioral Health services rendered to OHP/Medicaid Recipients assigned to Health Share of Oregon Medicaid, Columbia Pacific CCO and Jackson Care Connect and provided by Behavioral Health Providers which include PMHNPs, Psychiatrists, Psychologists, LCSWs, LPCs, LMFTs, CSWAs, LPC interns, LMFT interns, and psychology residents. The list of Behavioral Health Clinics is listed in Attachment A under this Agreement. The intent of this pilot is to streamline billing practices to reduce administrative barriers for providers and to ensure that members receive health and mental health services in the most appropriate setting.

Provider shall comply with CareOregon’s Documentation Standard for all Medicaid Contracted Providers. CareOregon will use the formulas and other methodologies set forth in this Exhibit and the below Fee Schedule, as amended from time to time as stated herein. Except as stated below with respect to Non-Material Changes, CareOregon may make changes to this Exhibit and the below Fee Schedule as stated in Section 8.14 of the Agreement. CareOregon may make Non-Material Changes to the below Fee Schedule immediately upon notice to Provider. “Non-material Changes” shall mean routine updates to CPT, HCPCS or other nationally recognized codes (for example, codes are replaced, retired, or split into two codes).

<b>The following billed procedure codes will be paid as follows when provided by PMHNPs, Psychiatrists, Psychologists, LCSWs, LPCs, LMFTs, CSWAs, LPC interns, LMFT interns, and psychology residents:</b>	
<b>Code</b>	<b>Reimbursement</b>
90785	Current DMAP MH Outpatient Services Rates
90791	Current DMAP MH Outpatient Services Rates
90792	Current DMAP MH Outpatient Services Rates
90832	Current DMAP MH Outpatient Services Rates
90834	Current DMAP MH Outpatient Services Rates
90837	Current DMAP MH Outpatient Services Rates
90839	Current DMAP MH Outpatient Services Rates
90840	Current DMAP MH Outpatient Services Rates
90846	Current DMAP MH Outpatient Services Rates
90847	Current DMAP MH Outpatient Services Rates
90849	Current DMAP MH Outpatient Services Rates
90853	Current DMAP MH Outpatient Services Rates
T1016	Current DMAP MH Outpatient Services Rates

### **DEFAULT REIMBURSEMENT**

For Covered Services that have no DMAP/OHP Fee Schedule value, CareOregon will apply the CareOregon default rate in effect at the date of service.

### **CONFIDENTIALITY**

This Exhibit and the Fee Schedule contain confidential and proprietary information and they are considered a trade secret of CareOregon. To the extent authorized by Oregon law, neither party will disclose this or any other proprietary information or trade secret without the express written approval of the other party.

**ATTACHMENT A**

**LIST OF BEHAVIORAL HEALTH CLINICS**

<b>CLINIC</b>	<b>TIN</b>	<b>NPI</b>
Clackamas County Oregon City Clinic - Hilltop Clinic	936002286	1245269315
Clackamas County Beavercreek	936002286	1720017809
Gladstone Community Clinic	936002286	1275880866
Sunnyside Health Clinic	936002286	1891042487
Sandy Health Clinic	936002286	1043566847

**ATTACHMENT B**

**LIST OF RELEVANT CAREOREGON'S POLICIES**

Section	Page in the Provider Manual
Mental Health Treatment Services – Mental Health in a Primary Care Setting	Page 16-17
Credentialing – General Credentialing, Initial Credentialing, Recredentialing, Provider Right and Organization Credentialing	Page 35-38

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement Amendment #1 with  
Clackamas County Circuit Court to provide Protective Order and Support Services

<b>Purpose/Outcome</b>	This amendment will allow Clackamas County Circuit Court to provide a .65 FTE Court Clerk to be positioned at A Safe Place Family Justice Center (ASP-FJC) through September 30, 2022, which will enable the Circuit Court to provide assistance to more customers. Clackamas County Circuit Court will provide assistance to 460 petitioners for protective orders, 640 consultations to advocates and ASP-FJC partners, and provide 44 trainings to insure efficient and effective services.
<b>Dollar Amount and Fiscal Impact</b>	Amendment #1 adds \$79,156 for a maximum value of \$152,212 No County General Fund involved and no match required.
<b>Funding Source</b>	U.S. Department of Justice, Office on Violence Against Women Improving Criminal Justice Responses Grant Program Award 2019-WE-AX-0017 Catalog of Federal Domestic Assistance (CFDA) 16.590
<b>Duration</b>	October 1, 2020 to September 30, 2022
<b>Previous Board Action/Review</b>	031920-A1
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Intergovernmental Grant agreement has been reviewed and approved by County Counsel on: 1.19.21 (AN)
<b>Procurement Review</b>	Was the item processed through Procurement? No. Federal Subrecipient Intergovernmental grant amendment
<b>Contact Person</b>	Adam Freer 971-337-6258
<b>Contract No.</b>	CFCC 9493

**BACKGROUND:**

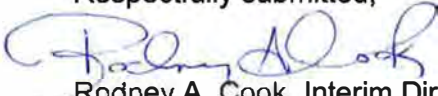
The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of an Intergovernmental Agreement Amendment #1 with Clackamas County Circuit Court to provide Protective Order and Support Services out of A Safe Place Family Justice Center; this will include access to domestic violence restraining orders, sexual assault, stalking and elder abuse. The Circuit Court provides fair and accessible justice services that protect the rights of individuals and preserves community welfare and is a valuable partner in the continuous improvement of the coordinated community response to domestic violence in Clackamas County.

This Intergovernmental Agreement Amendment is effective upon signature by all parties for services starting on October 1, 2020 and terminating on September 30, 2022. This Amendment has a maximum value of 152,212 and extends services to September 30, 2022.

**RECOMMENDATION:**

Staff recommends the Board approve this Intergovernmental Amendment #1 and authorization for the H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Rodney A. Cook". The signature is stylized with a large initial "R" and "C".

Rodney A. Cook, Interim Director  
Health, Housing & Human Services

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

Local Grant Agreement Number: 20-020

Board Order Number:

Department/Division: H3S-CFCC

Amendment No. 1

Subrecipient: Clackamas Co Circuit Court

Amendment Requested By: Adam Freer

Changes:  Scope of Service  
 Agreement Time

Agreement Budget  
 Other:

**Justification for Amendment:**

This Amendment adds additional funds to continue OVW Improving Criminal Justice Response services described in the Subrecipient Grant Agreement (Agreement) originally entered into by and between Clackamas County (“COUNTY”) and Clackamas County Circuit Court (“SUBRECIPIENT”).

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

Maximum compensation is increased by \$79,156 for a revised maximum of \$152,212. Additional compensation may be used for eligible expenses incurred between October 1, 2020 and September 30, 2022.

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

**AMEND:**

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than October 1, 2019 and not later than September 30, 2020, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

**TO READ:**

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

**AMEND:**

4. **Grant Funds.** COUNTY’s funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16-590) issued to COUNTY by the Department of Justice The maximum, not to exceed, grant amount that



COUNTY will pay is \$73,056 This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting and Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

4. **Grant Funds.** COUNTY funding for this Agreement is the FY19 Improving Criminal Justice Response Program Award # 2019-WE-AX-0017 (Catalogue of Federal Domestic Assistance [CFDA]#: 16.590) issued to COUNTY by the Department of Justice The maximum, not to exceed, grant amount that COUNTY will pay is **\$152,212**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained Exhibit D – Required Financial Reporting and Exhibit D-1– Request for Reimbursement and Exhibit B – Subrecipient Program Budget. Failure to comply with the terms of this Agreement may result in withholding of payment and 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 at law, in equity, or under this Agreement..

**REPLACE:**

Exhibit A: Subrecipient Statement of Program Objectives, “Goals” subsections (1) through (6);

**WITH:**

Exhibit A: Subrecipient Statement of Program Objectives

**Goals:**

The Court Clerk will provide support to petitioners at A Safe Place family Justices Center and the continuous improvement of the criminal justice response to violence:

1. Work with **460 petitioners** for protection orders to ensure paperwork is complete and manage the appropriate filing and information about service of petitions;
2. Provide research/consultation as requested/needed for the accurate preparation of orders **640 times**;
3. Provide **44 trainings** on protective order process and paperwork to individual and groups to afford continuous improvement and quality control;
4. Organize **8 Partner Meetings** to discuss relevant issues related to the provision of protective order services as ASP-FJC;
5. Survey ASP-FJC partners on impact of this position and to determine specific training needs;
6. Produce regular reports (Firearms Dispossession and Contested Hearings).

**REPLACE:**

Exhibit B: Subrecipient Program Budget

**WITH:**

<b>PROJECT NAME: Improving Criminal Justice Response</b> (Fund Source: Office on Violence Against Women (DOJ), CFDA 16.590)	<b>AGREEMENT No. 20-020</b>
<b>SUBRECIPIENT: Clackamas County Circuit Court</b>	

<b>EXHIBIT B: SUBRECIPIENT BUDGET</b>		
<b>Organization:</b> Clackamas County Circuit Court		
<b>Funded Program Name:</b> ICJR Court Clerk		
<b>Program Contact:</b> Gina Setter		
<b>Agreement Term:</b> Oct 1, 2020 - Sept 30, 2022		
<b>Agreement # 9493 Amendment #1</b>	<b>Approved</b>	<b>Approved</b>
<b>Approved Award Budget Categories</b>	<b>Award Amount</b>	<b>Match Amount</b>
<b>Personnel</b> (List salary, FTE & Fringe costs for each position)		<i>No match is required on this award</i>
Court Clerk salary (.65 FTE @ \$60,612)	\$ 80,884.00	
Court Clerk Fringe	\$23,053.00	
Court Clerk health benefits	\$ 48,275.00	
<b>Total Personnel Services</b>	<b>\$ 152,212.00</b>	
<b>Administration</b>		
<b>Supplies</b>		
<b>Utilities</b>		
<b>Travel</b>		
Training	\$ -	
Travel/Mileage	\$ -	
<b>Additional (please specify)</b>		
<b>Total Programmatic Costs</b>	<b>\$ -</b>	
<b>Total Grant Costs</b>	<b>\$ 152,212.00</b>	

**REPLACE:**

Exhibit D: Required Financial Reporting, Subsections 2 and 4;

**WITH:**

Exhibit D: Required Financial Reporting

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

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

**REPLACE:**

Exhibit D-1: Request for Reimbursement

**WITH:**

Exhibit D-1: Request for Reimbursement

<b>PROJECT NAME: Improving Criminal Justice Response</b> (Fund Source: Office on Violence Against Women (DOJ) Grant, CFDA 16.590	<b>AGREEMENT No. 20-020</b>
<b>SUBRECIPIENT: Clackamas County Circuit Court</b>	

**Exhibit D-1 REQUEST FOR REIMBURSEMENT**

Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:

- Request for Reimbursement with an authorized signature
- General Ledger backup to support the requested amount
- Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (**The Monthly Activity Report is NOT required on months when quarterly reports are due**).

<b>Contractor:</b> Clackamas County Circuit Court	<b>Contract #:</b> 9493 Amend 1
<b>Address:</b> 807 Main Street Oregon City, OR 97045	<b>Report Period:</b>
<b>Contact Person:</b> Gina Setter	
<b>Phone Number:</b> 503-655-8631	
<b>E-mail:</b> <a href="mailto:Gina.L.Setter@ojd.state.or.us">Gina.L.Setter@ojd.state.or.us</a>	

Budget Category	Budget	Current Draw	Previously	Balance
<b><u>Personnel</u></b>				
Court Clerk salary (.65 @ \$60,612)	\$ 80,884.00	\$ -	\$ -	\$ 80,884.00
Court Clerk Fringe	\$ 23,053.00	\$ -	\$ -	\$ 23,053.00
Court Clerk health benefits	\$ 48,275.00	\$ -	\$ -	\$ 48,275.00
<b>Total Personnel</b>	<b>\$ 152,212.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 152,212.00</b>
<b><u>Administration</u></b>				
Administration (10%)		\$ -	\$ -	\$ -
<b><u>Supplies</u></b>				
Office/Client Supplies	\$ -	\$ -	\$ -	\$ -
<b><u>Utilities</u></b>				
Utilities/Maintenance	\$ -	\$ -	\$ -	\$ -
Phone/Internet	\$ -	\$ -	\$ -	\$ -
<b><u>Travel</u></b>				
Training	\$ -	\$ -	\$ -	\$ -
Travel/Mileage	\$ -	\$ -	\$ -	\$ -
<b><u>Additional (please specify)</u></b>				
Client Assistance	\$ -	\$ -	\$ -	\$ -
Child care expense	\$ -	\$ -	\$ -	\$ -
<b>Total Program</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Budget</b>	<b>\$ 152,212.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 152,212.00</b>

Clackamas County retains 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 represents actual expenditures, disbursements and cash receipts 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).

Signature	_____
Title	_____
Date	_____

**Department Review**

Program Manager:	_____
Department:	Children, Family & Community Connections
Signature:	_____
Date:	_____

**REPLACE:**

Exhibit E: Monthly/Quarterly/Final Performance Report, Subsections 1 and 3;

**WITH:**

Exhibit E: Monthly/Quarterly/Final Performance Report

1. SUBRECIPIENT must submit:

- a. A monthly activity report (Exhibit E-1) **by the 15<sup>th</sup> of each month for the previous month.**
- b. A quarterly Work Plan and Quarterly Report (Exhibit E-2) by the 15<sup>th</sup> of the last month of each quarter).
- c. Semi-annual narrative and outcome reports through Muskie Report (January and July).

3. SUBRECIPIENT will submit financial and program reports electronically to:

- [svandyke@clackamas.us](mailto:svandyke@clackamas.us)
- [sradford@clackamas.us](mailto:sradford@clackamas.us)

**ADD:**

Exhibit E-1.1: Monthly Activity Report

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

Agency: Clackamas County Circuit Court

Funded Service: OVW Improving Criminal Justice Responses

Program Contact: Gina Setter/Candice Lucas

Contact Info: [Gina.L.Setter@ojd.state.or.us](mailto:Gina.L.Setter@ojd.state.or.us)

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

**ADD:**

Exhibit E-2.1: 20-22 Quarterly Work Plan Report

<b>PROJECT NAME: Improving Criminal Justice Response</b> (Fund Source: Office on Violence Against Women (DOJ) Grant, CFDA 16.590	<b>AGREEMENT No. 20-020</b>
<b>SUBRECIPIENT: Clackamas County Circuit Court</b>	

**Children, Family and Community Connections**  
**Exhibit E-2.1: ICJR 20-22 Work Plan Quarterly Report**

Provider: Clackamas County Circuit Court  
 Contact: Gina Setter

Activity: Abuse Prevention Application Court Clerk (FJC)  
 Contract Period: October 1, 2020 - September 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Oct-Dec 20	Jan-Mar 20	Apr-June 2021	Jul-Sept 2021	TOTAL	Oct-Dec 20	Jan-Mar 20	Apr-June 2022	Jul-Sept 2022	TOTAL
<p>By <b>September 30, 2022</b>, the Circuit Court Clerk (stationed at A Safe Place Family Justice Center) will provide assistance to <b>460 petitioners</b> for protective orders (domestic violence, stalking, elder abuse, etc.) and <b>640 events of consultation</b> provided to FJC partners on protective order related issues.</p>	<p>70% of protective orders assisted by Court Clerk will not be denied due to paperwork completion issues.</p> <p>Measured by: Court records.</p>	# restraining orders assisted				0					0
		# of assisted orders denied due to paperwork completion issues				0					0
		% orders denied due to paperwork completion issues				0					0
		# order reviews and consultation events				0					0
		% of total orders filed in the county filed through the FJC/video court				0					0
<p>By <b>September 30, 2022</b>, the Court Clerk will provide <b>44 individual and group FAPA trainings to 124 duplicated FJC staff and partners</b> on protective order paperwork, process/document changes, and other related topics.</p>	<p>90% of training attendees will report that they have improved understanding of the protective order process.</p> <p>Measured by: Training evaluation.</p>	# trainings provided				0					0
		# attending trainings				0					0
		# training event evaluations distributed				0					0
		# responding to evaluation				0					0
		# responding that they have improved understanding of RO process				0					0
% training attendees responding that they have improved understanding of RO process				0					0		

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Oct-Dec 20	Jan-Mar 20	Apr-June 2020	Jul-Sept 2020	TOTAL	Oct-Dec 20	Jan-Mar 20	Apr-June 2020	Jul-Sept 2020	TOTAL
<p>By <b>September 30, 2022</b>, the Court Clerk will organize and facilitate <b>8 Partner Meetings</b> (Clackamas Women's Service, Victim Assistance, Sheriff's office, Court) to discuss relevant issues related to the provision of protective order services at A Safe Place Family Justice Center; equivalent to 1 meeting per quarter (in-person or virtual as necessary).</p>	# of meetings scheduled					0					0
	# of meetings held					0					0
<p>In <b>July 30, 2021 and July 2022</b>, the Court Clerk will survey A Safe Place Family Justice Family Center partners to:            1. Determine training needs of advocates            2. Gauge the impact of the presence of the Court Clerk during the protective order process.</p>	Training Needs survey distributed					0					0
	Impact survey distributed					0					0
<p>By <b>September 30, 2020</b>, the Court Clerk will regularly produce and share reports that improve the follow up response to petitioners for protective orders: Firearms Disposition report (approx. 1 time per week - 100 times) and Contested Hearings (approx. 2 times per week - 200 times).</p>	# Firearms Disposition Reports					0					0
	# Contested Hearings reported					0					0





February 25, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Amendment #17 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

<b>Purpose/Outcomes</b>	Amendment #17 updates language for PE-01, adds \$1,655,709. to PE01-07 - ELC ED Contact Tracking and \$20,000. to PE01-08 - COVID Wrap Direct Client Services.
<b>Dollar Amount and Fiscal Impact</b>	Contract is increased by \$1,675,709. Bringing the contract maximum value to \$13,405,871
<b>Funding Source</b>	Funding through the State - No County General Funds are involved.
<b>Duration</b>	Effective February 1, 2021 and terminates on June 30, 2021
<b>Previous Board Action</b>	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8, October 22, 2020, Agenda item 102220-A1, January 14, 2021, Agenda item 011421-A3, January 28, 2021, Agenda item 012821-A8
<b>Strategic Plan Alignment</b>	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	County counsel has reviewed and approved this document on February 03, 2021 KR
<b>Procurement Review</b>	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
<b>Contact Person</b>	Philip Mason-Joyner, Public Health Director – (503)742-5956
<b>Contract No.</b>	9329-17

**BACKGROUND:**

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #17 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #17 updates language for PE-01, adds \$1,655,709. to PE01-07 - ELC ED Contact Tracking and \$20,000. to PE01-08 - COVID Wrap Direct Client Services. Increasing the contract by \$1,675,709 bringing the maximum contract value to \$13,405,871.00

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

Page 2 Staff Report  
February 25, 2021  
Agreement #9329-17

**RECOMMENDATION:**

Staff recommends the Board approval of this Amendment

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Rod Cook". The signature is stylized and cursive.

Rod Cook, Interim Director  
Health, Housing, and Human Services

Agreement #159803



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

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

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

**RECITALS**

WHEREAS, OHA and LPHA wish to modify the set of Program Element Descriptions set forth in Exhibit B of the Agreement

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

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

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

**AGREEMENT**

1. This Amendment is effective on the date noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Exhibit B Program Element #01 "State Support for Public Health" is hereby superseded and replaced in its entirety by Attachment A attached hereto and incorporated herein by this reference.
3. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment B, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment B must be read in conjunction with Section 3 of Exhibit C.
4. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment C, attached hereto and incorporated herein by this reference.
5. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
6. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.

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

- 7. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
- 8. The parties expressly ratify the Agreement as herein amended.
- 9. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

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

**10. Signatures.**

**STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)**

By: \_\_\_\_\_  
Name: /for/ Carole L. Yann  
Title: Director of Fiscal and Business Operations  
Date: \_\_\_\_\_

**CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY**

*Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.*

**REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION**

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

**Attachment A**  
**Program Element Description(s)**

**Program Element #01: State Support for Public Health (SSPH)**

**OHA Program Responsible for Program Element:**

Public Health Division/Office of the State Public Health Director

1. **Description.** Funds provided under this Agreement for this Program Element may only be used in accordance with, and subject to, the requirements and limitations set forth below, to operate a Communicable Disease control program in LPHA's service area that includes the following components: (a) epidemiological investigations that report, monitor and control Communicable Disease, (b) diagnostic and consultative Communicable Disease services, (c) early detection, education, and prevention activities to reduce the morbidity and mortality of reportable Communicable Diseases, (d) appropriate immunizations for human and animal target populations to control and reduce the incidence of Communicable Diseases, and (e) collection and analysis of Communicable Disease and other health hazard data for program planning and management.

Communicable Diseases affect the health of individuals and communities throughout Oregon. Disparities exist for populations that are at greatest risk, while emerging Communicable Diseases pose new threats to everyone. The vision of the foundational Communicable Disease Control program is to ensure that everyone in Oregon is protected from Communicable Disease threats through Communicable Disease and Outbreak reporting, investigation, and application of public health control measures such as isolation, post-exposure prophylaxis, education, or other measures as warranted by investigative findings.

This Program Element, and all changes to this Program Element are effective the first day of the month noted in Issue Date section of Exhibit C Financial Assistance Award unless otherwise noted in Comments and Footnotes of Exhibit C of the Financial Assistance Award.

2. **Definitions Specific to State Support for Public Health**

- a. **Case:** A person who has been diagnosed by a health care provider, as defined in OAR 333-017-0000, as having a particular disease, infection, or condition as described in OAR 333-018-0015 and 333-018-0900, or whose illness meets defining criteria published in the OHA's Investigative Guidelines.
- b. **Communicable Disease:** A disease or condition, the infectious agent of which may be transmitted to and cause illness in a human being.
- c. **Outbreak:** A significant or notable increase in the number of Cases of a disease or other condition of public health importance (ORS 431A.005).
- d. **Reportable Disease:** Any of the diseases or conditions specified in OAR 333-018-0015 and OAR 333-018-0900.

3. **Alignment with Modernization Foundational Programs and Foundational Capabilities.** The activities and services that the LPHA has agreed to deliver under this Program Element align with Foundational Programs and Foundational Capabilities and the public health accountability metrics (if applicable), as follows (see [Oregon’s Public Health Modernization Manual](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf), ([http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public\\_health\\_modernization\\_manual.pdf](http://www.oregon.gov/oha/PH/ABOUT/TASKFORCE/Documents/public_health_modernization_manual.pdf)):

a. **Foundational Programs and Capabilities** (As specified in Public Health Modernization Manual)

Program Components	Foundational Program					Foundational Capabilities						
	CD Control	Prevention and health promotion	Environmental health	Population Health	Access to clinical preventive services Direct services	Leadership and organizational competencies	Health equity and cultural responsiveness	Community Partnership Development	Assessment and Epidemiology	Policy & Planning	Communications	Emergency Preparedness and Response
<i>Asterisk (*) = Primary foundational program that aligns with each component</i> <i>X = Other applicable foundational programs</i>						<i>X = Foundational capabilities that align with each component</i>						
Epidemiological investigations that report, monitor and control Communicable Disease (CD).	*						X		X			X
Diagnostic and consultative CD services.	*								X			
Early detection, education, and prevention activities.	*						X		X		X	
Appropriate immunizations for human and animal target populations to reduce the incidence of CD.	*			X			X					
Collection and analysis of CD and other health hazard data for program planning and management.	*						X		X	X		X

- b. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Accountability Metric:**

Gonorrhea rates

- c. **The work in this Program Element helps Oregon’s governmental public health system achieve the following Public Health Modernization Process Measure:**

- (1) Percent of gonorrhea Cases that had at least one contact that received treatment; and
- (2) Percent of gonorrhea Case reports with complete “priority” fields.

- 4. **Procedural and Operational Requirements.** By accepting and using the Financial Assistance awarded under this Agreement and for this Program Element, LPHA agrees to conduct the following activities in accordance with the indicated procedural and operational requirements:

- a. LPHA must operate its Communicable Disease program in accordance with the Requirements and Standards for the Control of Communicable Disease set forth in ORS Chapters 431, 432, 433 and 437 and OAR Chapter 333, Divisions 12, 17, 18, 19 and 24, as such statutes and rules may be amended from time to time.
- b. LPHA must use all reasonable means to investigate in a timely manner all reports of Reportable Diseases, infections, or conditions. To identify possible sources of infection and to carry out appropriate control measures, the LPHA Administrator shall investigate each report following procedures outlined in OHA’s Investigative Guidelines or other procedures approved by OHA. OHA may provide assistance in these investigations, in accordance with OAR 333-019-0000. Investigative guidelines are available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- c. As part of its Communicable Disease control program, LPHA must, within its service area, investigate the Outbreaks of Communicable Diseases, institute appropriate Communicable Disease control measures, and submit required information in a timely manner regarding the Outbreak to OHA in Orpheus (or Opera for COVID-19 Cases and ARIAS for COVID-19 contacts) as prescribed in OHA CD Investigative Guidelines available at:  
<http://www.oregon.gov/oha/PH/DiseasesConditions/CommunicableDisease/ReportingCommunicableDisease/ReportingGuidelines/Pages/index.aspx>
- d. LPHA must establish and maintain a single telephone number whereby physicians, hospitals, other health care providers, OHA and the public can report Communicable Diseases and Outbreaks to LPHA 24 hours a day, 365 days a year. LPHA may employ an answering service or 911 system, but the ten-digit number must be available to callers from outside the local emergency dispatch area, and LPHA must respond to and investigate reported Communicable Diseases and Outbreaks.
- e. LPHA must attend Communicable Disease 101 and Communicable Disease 303 training.
- f. LPHA must attend monthly Orpheus user group meetings or monthly Orpheus training webinars.
- g. **COVID-19 Specific Work**

In cooperation with OHA, the LPHA must collaborate with local and regional partners to assure adequate culturally and linguistically responsive COVID-19 testing is available to the extent resources are available. As outlined below, LPHAs must conduct culturally and linguistically appropriate Case investigation and contact tracing as outlined in the Investigative Guidelines and any applicable supplemental surge guidance to limit the spread of COVID-19. In addition, to the extent resources are available, the LPHA must assure individuals requiring isolation and



quarantine have basic resources to support a successful isolation/quarantine period. OHA has entered into grant agreements with community-based organizations (CBOs) to provide a range of culturally and linguistically responsive services, including community engagement and education, contact tracing, social services and wraparound supports. Services provided by CBOs will complement the work of the LPHA. LPHA must conduct the following activities in accordance with the guidance to be provided by OHA:

**(1) Cultural and linguistic competency and responsiveness.**

LPHA must:

- (a)** Partner with CBOs, including culturally-specific organizations where available in the jurisdiction. Enter into and maintain a Memorandum of Understanding (MOU) or similar agreement with those CBOs that have entered into a grant agreement with OHA for contact tracing and monitoring and/or social service and wraparound supports that clearly describes the role of the CBO and LPHA to ensure culturally and linguistically responsive services. OHA will share with LPHA the grant agreement and deliverables between OHA and the CBOs and the contact information for all the CBOs. If OHA's grant with a CBO in the jurisdiction includes contact tracing, LPHA will execute, as part of the MOU between the LPHA and CBO, the CBO's requirements to immediately report presumptive Cases to LPHA, clearly define referral and wraparound service pathways and require regular communication between CBO and LPHA so services and payments are not duplicative. LPHA must communicate with the CBO about any changes that will affect coordination for wraparound services, including when the LPHA is shifting to and from use any OHA-issued surge guidance.
- (b)** Work with local CBOs including culturally-specific organizations to maintain equity at the center of the LPHA's COVID-19 response.
- (c)** Work with disproportionately affected communities to ensure a culturally and linguistically responsive staffing plan for Case investigations, contact tracing, social services and wraparound supports that meets community needs is in place.
- (d)** Ensure the cultural and linguistic needs and accessibility needs for people with disabilities or people facing other institutionalized barriers are addressed in the LPHA's Case investigations, contact tracing, and in the delivery of social services and wraparound supports.
- (e)** Have and follow policies and procedures for meeting community members' language needs relating to both written translation and spoken or American Sign Language (ASL) interpretation.
- (f)** Employ or contract with individuals who can provide in-person, phone, and electronic community member access to services in languages and cultures of the primary populations being served based on identified language (including ASL) needs in the County demographic data.
- (g)** Ensure language access through telephonic interpretation service for community members whose primary language is other than English, but not a language broadly available, including ASL.
- (h)** Provide written information provided by OHA that is culturally and linguistically appropriate for identified consumer populations. All information shall read at the sixth-grade reading level.

- (i) Provide opportunities to participate in OHA trainings to LPHA staff and LPHA contractors that conduct Case investigation, contact tracing, and provide social services and wraparound supports; trainings should be focused on long-standing trauma in Tribes, racism and oppression.

**(2) Testing**

LPHA must:

- (a) Work with OHA regional testing coordinator, local and regional partners including health care, communities disproportionately affected by COVID-19 and other partners to assure COVID-19 testing is available to individuals within the LPHA's jurisdiction meeting current OHA criteria for testing and other local testing needs.
- (b) Work with health care and other partners to ensure testing is provided in a culturally and linguistically responsive manner with an emphasis on making testing available to disproportionately impacted communities and as a part of the jurisdiction's contact tracing strategy.

**(3) Case Investigation and Contact Tracing**

LPHA must:

- (a) Conduct all Case investigations and monitor Outbreaks in accordance with Investigative Guidelines and any OHA-issued surge guidance.
- (b) Enter all Case investigation and contact tracing data in Opera (for COVID-19 Cases) and ARIAS (for COVID-19 contacts), as directed by OHA.
- (c) Ensure all LPHA staff designated to utilize Opera and ARIAS are trained in these systems. Include in the data whether new positive Cases are tied to a known existing positive Case or to community spread.
- (d) Conduct contact tracing in accordance with Investigative Guidelines and any applicable OHA-issued surge guidance.
- (e) Have contact tracing staff that reflect the demographic makeup of the jurisdiction and who can provide culturally and linguistically competent and responsive tracing services. In addition, or alternatively, enter into an agreement(s) with community-based and culturally-specific organizations to provide such contact tracing services. OHA grants with CBOs will count toward fulfilling this requirement.
- (f) Ensure all contact tracing staff are trained in accordance with OHA investigative guidelines and data entry protocols.
- (g) Attempt to follow up with at least 95% of Cases within 24 hours of notification.

**(4) Isolation and quarantine**

LPHA must:

- (a) Maintain access to an isolation and quarantine location that is ready to be used.
- (b) Facilitate efforts, including by partnering with OHA-funded CBOs to link individuals needing isolation and quarantine supports such as housing and food. The LPHA will utilize existing resources when possible such as covered Case management benefits, WIC benefits, etc.

**(5) Social services and wraparound supports.**

LPHA must ensure social services referral and tracking processes are developed and maintained. LPHA must cooperate with CBOs to provide referral and follow-up for social services and wraparound supports for affected individuals and communities. OHA contracts with CBOs will count toward fulfilling this requirement.

**(6) Tribal Nation support.**

LPHA must ensure alignment of contact tracing and supports for patients and families by coordinating with Federally-recognized tribes if a patient identifies as American Indian/Alaska Native and/or a member of an Oregon Tribe, if the patient gives permission to notify the Tribe.

**(7) Support infection prevention and control for high-risk populations.**

LPHA must:

- (a) Migrant and seasonal farmworker support.** Partner with farmers, agriculture sector and farmworker service organizations to develop and execute plans for COVID-19 testing, quarantine and isolation, and social service needs for migrant and seasonal farmworkers.
- (b) Congregate care facilities.** In collaboration with State licensing agency, support infection prevention assessments, COVID-19 testing, infection control, and isolation and quarantine protocols in congregate care facilities.
- (c) High risk business operations.** In collaboration with State licensing agencies, partner with food processing and manufacturing businesses to ensure adequate practices to prevent COVID-19 exposure, conduct testing and respond to Outbreaks.
- (d) Vulnerable populations.** Support COVID-19 testing, infection control, isolation and quarantine, and social services and wraparound supports for homeless individuals, individuals residing in homeless camps, individuals involved in the criminal justice system and other vulnerable populations at high risk for COVID-19.

**(8) COVID-19 Vaccine Planning and Distribution.**

LPHA must:

- (a)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to assure culturally and linguistically appropriate access to COVID-19 vaccine in their communities.
- (b)** Convene and collaborate with local and regional health care partners, CBOs, communities disproportionately affected by COVID-19 and other partners to identify, assess and address gaps in the vaccine delivery system in accordance with federal, OHA and Oregon Vaccine Advisory Committee guidance.
- (c)** Prioritize vaccine distribution and administration in accordance with federal, OHA and Oregon COVID-19 Vaccine Advisory Committee guidance.
- (d)** If applicable, LPHA must submit vaccine orders, vaccine administration data and VAERS (Vaccine Adverse Event Reporting System) information in accordance with federal and OHA guidance.

- (9) **Community education.** LPHA must work with CBOs and other partners to provide culturally and linguistically responsive community outreach and education related to COVID-19.

**5. General Revenue and Expense Reporting.** LPHA must complete an “Oregon Health Authority Public Health Division Expenditure and Revenue Report” located in Exhibit C of the Agreement.

- a. These reports must be submitted to OHA each quarter on the following schedule:

<b>Fiscal Quarter</b>	<b>Due Date</b>
First: July 1 – September 30	October 30
Second: October 1 – December 31	January 30
Third: January 1 – March 31	April 30
Fourth: April 1 – June 30	August 20

- b. All funds received under a PE or PE- supplement must be included in the quarterly Revenue and Expense reports.

**6. Reporting Requirements.** Not applicable.

**7. Performance Measures.** LPHA must operate its Communicable Disease control program in a manner designed to make progress toward achieving the following Public Health Modernization Process Measures:

- a. Percent of gonorrhea Cases that had at least one contact that received treatment; and
- b. Percent of gonorrhea Case reports with complete “priority” fields.

**Attachment B  
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		<b>2) Issue Date</b> Monday, February 1, 2021		<b>This Action</b> Amendment  FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$506,554.00	\$0.00	\$506,554.00
PE01-04	COVID19 Response	\$0.00	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$2,799,435.00	\$0.00	\$2,799,435.00
PE01-07	ELC ED Contact Tracing	\$0.00	\$1,655,709.00	\$1,655,709.00
PE01-08	COVID Wrap Direct Client Services	\$0.00	\$20,000.00	\$20,000.00
PE02	Cities Readiness Initiative	\$35,546.00	\$0.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$0.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$177,386.00	\$0.00	\$177,386.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$275,286.00	\$0.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$0.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$0.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$0.00	\$191,491.00
PE40-02	WIC NSA: October - June	\$579,475.00	\$0.00	\$579,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$0.00	\$18,191.00

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

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		<b>2) Issue Date</b> Monday, February 1, 2021		<b>This Action</b> Amendment
				FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE40-04	BFPC: October - June	\$54,574.00	\$0.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$0.00	\$53.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$0.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$0.00	\$35,527.00
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE43-06	CARES Flu	\$108,767.00	\$0.00	\$108,767.00
PE44-01	SBHC Base	\$300,000.00	\$0.00	\$300,000.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00

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

State of Oregon Oregon Health Authority Public Health Division			
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		<b>2) Issue Date</b> Monday, February 1, 2021	<b>This Action</b> Amendment  FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021	
<b>4) OHA Public Health Funds Approved</b>			
Number	Program	Previous Award Balance	Current Award Balance
	Overdose Prevention-Countries	\$123,545.00	\$123,545.00
PE62		\$6,517,135.00	\$8,192,844.00

<b>5) Foot Notes:</b>	
PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.
PE01-08	Funds are for 1/1/2021-6/30/2021.
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.
PE40-02	11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts

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

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		<b>2) Issue Date</b> Monday, February 1, 2021		<b>This Action</b> Amendment
				FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)			
PE40-03	SFY2021 Q1 reconciliation for underspending			
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report			
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.			
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.			
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.			
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.			
<b>6) Comments:</b>				
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.			
PE01-04				
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$565,749.49 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case investigation FFS 3/27-7/31/20 \$1,523,814.88; 10/2020 Rollover add FY20 unspent funds of \$14,116.83 to FY21; Case Investigation FFS through 8/31/20 \$695,753.80			



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

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		<b>2) Issue Date</b> Monday, February 1, 2021		<b>This Action</b> Amendment  FY 2021
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.			
PE01-08	1/2021: add award for wrap client direct services			
PE02				
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21			
PE12	08/2020: Amending to revise PE12 language			
PE13-01				
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.			
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.			
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion			
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed 11/2020: Spend \$115,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed; Previous comment void and replaced by this one			
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020			
PE40-04				
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				

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

State of Oregon Oregon Health Authority Public Health Division				
<b>1) Grantee</b> Name: Clackamas County  Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		<b>2) Issue Date</b> Monday, February 1, 2021	<b>This Action</b> Amendment  FY 2021	
		<b>3) Award Period</b> From July 1, 2020 through June 30, 2021		
<b>4) OHA Public Health Funds Approved</b>				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE42-11				
PE42-12				
PE43-01				
PE43-06				
PE44-01				
PE44-02				
PE46-05				
PE50				
PE51-01				
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21			
<b>7) Capital outlay Requested in this action:</b>				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

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

**PE01-01 State Support for Public Health**

Federal Award Identification Number:	State Funds	State Funds
Federal Award Date:		
Performance Period:		
Awarding Agency:		
CDFA Number:		
CFDFA Name:		
Total Federal Award:		
Project Description:		
Awarding Official:		
Indirect Cost Rate:		
Research and Development (T/F):	FALSE	FALSE
PCA:	50119	TBD
Index:	50107	TBD

Agency	DUNS No.	Amount	Amount	Grand Total:
Clackamas	096992656	\$506,554.00	\$0.00	\$506,554.00

**PE01-07 ELC ED Contact Tracing**

Federal Award Identification Number:	NU50CK000541
Federal Award Date:	5/18/2020
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and Laboratory
Total Federal Award:	98,897,708
Project Description:	Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC)
Awarding Official:	Janice Downing
Indirect Cost Rate:	17.64%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$1,655,709.00	\$1,655,709.00

**PE01-08 COVID Wrap Direct Client Services**

Federal Award Identification Number:	NU50CD000541
Federal Award Date:	5/18/2020
Performance Period:	08/01/2019-07/31/2024
Awarding Agency:	CDC
CDFA Number:	93.323
CFDFA Name:	Epidemiology and
Total Federal Award:	98,897,708
Project Description:	Epidemiology and
Awarding Official:	Brownie Anderson-Rana
Indirect Cost Rate:	17.86%
Research and Development (T/F):	FALSE
PCA:	53868
Index:	50401

Agency	DUNS No.	Amount	Grand Total:
Clackamas	096992656	\$20,000.00	\$20,000.00



February 25, 2021

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval to Apply for a Workforce Innovation and Opportunity Act (WIOA)  
Adult and Dislocated Worker Services

<b>Purpose/Outcomes</b>	Approval to apply for a grant from Clackamas Workforce Partnership for WIOA funds to provide Adult and Dislocated Worker Services to County residents from limited English-speaking populations.
<b>Dollar Amount and Fiscal Impact</b>	\$170,000.00 for 2 years (renewable up to 3 additional years)
<b>Funding Source</b>	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. County General Funds
<b>Duration</b>	Effective July 1, 2021 terminates June 30, 2023 (renewable through 6.30.26)
<b>Previous Board Action</b>	None
<b>Strategic Plan Alignment</b>	1. Grow a vibrant economy 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	This grant application has been reviewed and approved by County Finance Grants
<b>Procurement Review</b>	Was the item processed through Procurement? No Grant application
<b>Contact Person</b>	Adam Freer, CFCC Director (971-533-4929)
<b>Contract No.</b>	N/A

**BACKGROUND:**

The Children, Family & Community Connections (CFCC) Division of the Health, Housing, and Human Services Department requests the approval to apply for a Workforce Innovation and Opportunity Act (WIOA) to provide Adult and Dislocated Worker Services to limited English-(primarily Spanish) speaking populations in Clackamas County. This would greatly enhance the ability of CFCC's Workforce unit to serve these populations and in so doing advance equity in the County.

The funds cover career development, training, employment, and support services using strength-based service delivery practices to limited English speaking adult and dislocated worker populations experiencing barriers to employment who live and/or work in Clackamas County. The education, training, and career services will increase the number of adults and dislocated workers with barriers in gaining, retaining, and advancing in employment.

Workforce services will be provided to adults and dislocated workers, ages 18 and over, who meet the regulatory eligibility definitions for WIOA Adult and Dislocated Worker formula funds, with a special priority of service provided to veterans and eligible spouses. WIOA enrollments will be done in coordination with WorkSource Clackamas (Clackamas County's American Job Center) and staff. Participants will receive services designed to help them find jobs, keep jobs, and advance in jobs. Follow-up retention services to individuals may also be required, depending on State guidance.

**RECOMMENDATION:**

Staff recommends Board approval of this approval to apply on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Rodney Cook". The signature is fluid and cursive, with the first name "Rodney" and last name "Cook" clearly distinguishable.

Rodney Cook, Interim Director  
Health, Housing & Human Services

# Grant Application Lifecycle Form

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

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

## \*\* CONCEPTION \*\*

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

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

Lead Department: H3S- CFCC Application for:  Subrecipient funds  Direct Grant  
Grant Renewal?  Yes  No

Name of Funding Opportunity: Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Services  
Funding Source: Federal  State  Local   
Requestor Information (Name of staff person initiating form): Jennifer Harvey  
Requestor Contact Information: jharvey@clackamas.us, 503-867-7500 cell  
Department Fiscal Representative: Scott Vandecoeveering  
Program Name or Number (please specify): CFCC Workforce Services  
Brief Description of Project:

This opportunity will fund career development, training, employment, and support services using strength-based service delivery practices to adult and dislocated worker populations experiencing barriers to employment who live and/or work in Clackamas County. The education, training, and career services provided by the selected respondent will increase the number of adults and dislocated workers with barriers in gaining, retaining, and advancing in employment.

Population served will be limited English-speaking adults and dislocated workers, ages 18 and over, who meet the regulatory eligibility definitions for WIOA Adult and Dislocated Worker formula funds, with priority of service given to veterans and eligible spouses.

Name of Funding (Granting) Agency: Clackamas Workforce Partnership

Agency's Web Address for Grant Guidelines and Contact Information:

Agency website: <https://www.clackamasworkforce.org>;  
Funding opportunity: <https://www.clackamasworkforce.org/about/rfp-info/>  
Agency contact number: 503-657-6644

## OR

Application Packet Attached:  Yes  No

Completed By: Korene Mather Date: 1/22/2021

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

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

Competitive Grant  Non-Competing Grant/Renewal  Other Notification Date: 4/1/2021  
CFDA(s), if applicable: 17.258 and 17.278  
Announcement Date: 1/15/2021 Announcement/Opportunity #: N/A  
Grant Category/Title: WIOA Adult and Dislocated Worker Services Max Award Value: \$170,000  
Allows Indirect/Rate: Yes Match Requirement: No  
Application Deadline: 3/11/2021 Other Deadlines: N/A  
Grant Start Date: 7/1/2021 Other Deadline Description:  
Grant End Date: June 30, 2023 with possible 3-year extension  
Completed By: Korene Mather  
Pre-Application Meeting Schedule: \_\_\_\_\_



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

**Mission/Purpose:**

1. How does the grant support the Department's Mission/Purpose/Goals?

The proposed services align well with H3S mission and goal to provide access, coordination, healthcare, housing, and prevention services to individuals, families, and communities so they can experience inclusion, prosperity, and an improved quality of life. It closely aligns with Performance Clackamas goal: Grow a Vibrant Economy by providing additional training for dislocated workers residing in Clackamas County to prepare them for family wage jobs.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

This opportunity supports CFCC Division and its Workforce Unit missions and goals by expanding the ability to provide highly customized and client-centered employment services to vulnerable residents of Clackamas County, so they can experience fewer barriers in obtaining and retaining meaningful employment. Program participants will have access to additional non-County funded employment training services through WIOA Adult and Dislocated Worker funds.

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

The CFCC Workforce unit (CFCC-WF) is ideally suited to provide the services requested in the RFP. CFCC-WF programs deliver services specifically focused on increasing the employability and wage potential of populations with significant barriers to employment. CFCC-WF is the local safety net provider for the most vulnerable residents in Clackamas County in accessing the larger workforce system. We do this by providing navigational assistance, wrap-around services, advocacy and ongoing support for program participants. This funding will expand the ability to serve limited English speaking (primarily Latinx) adults and dislocated workers, ages 18 and over, who meet the regulatory eligibility definitions for WIOA Adult and Dislocated Worker formula funds, with a special priority of service provided to veterans and eligible spouses, who reside in Clackamas County.

4. What are the objectives of this grant? How will we meet these objectives?

Program objectives are to provide career development, training, employment, and support services using strength-based service delivery practices to limited English speaking adult and dislocated worker populations experiencing barriers to employment who live and/or work in Clackamas County, with the goal of increasing the number of adults and dislocated workers with barriers in gaining, retaining, and advancing in employment. We will meet these objectives by supplementing current processes to ensure compliance with WIOA procedures and implementing the WIOA Performance Tracking Measures.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes - the award will fund the capacity to expand services in existing programming to serve WIOA eligible adults and dislocated workers ages 18 and older. Programs which may be expanded include the TANF JOBS Program, STEP, Vets and EIP.

**Organizational Capacity:**

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes - CFCC-WF currently has qualified staff with the experience and abilities to serve the populations identified in this opportunity, including bilingual Spanish staff with direct experience providing WIOA Adult and Dislocated Worker services. An additional partial FTE may be recruited to support the effort.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

The funder strongly encourages respondents to leverage resources and build coalitions that result in an innovative and responsive system. CFCC-WF will work with system partners, including the Oregon Department of Human Services, WorkSource Clackamas partners, Clackamas Community College, Mt. Hood Community College, local businesses and employers, Clackamas County Economic Development, Behavioral Health, Health Centers, Social Services, Public Health, Community Corrections, and local non-profits to leverage resources and services to meet the needs of program participants.

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

This is not a pilot project.

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant

*a different program, etc.}?*

This funding is part of the Workforce Innovation and Opportunity Act (WIOA) signed into law in 2014. The current opportunity is offered for a two-year period, with the possibility to extend for an additional three years on a year-to-year basis. Our intention is to sustain this programming long-term. If at a future time, another program is awarded the funding, responsibility will be transferred to the newly selected recipient.

**Collaboration**

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

Collaboration on this award will include leveraging services and resources offered by other county divisions and departments to holistically serve program clients. These include Behavioral Health, Health Centers, Public Health, Social Services, Community Corrections, and others as clients' needs are identified.

**Reporting Requirements**

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

Performance will be managed, tracked, and reported to the State and Department of Labor through the WorkSource Oregon Information System (WOMIS) and the I-Trac data management systems, for which CFCC-WF has current access and expertise to use. Reporting will be required on a quarterly basis.

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

Performance measures are determined by the funding source and include Employment Rate – 2nd quarter after exit, target 71.4%; Employment Rate – 4th quarter after exit, target 72%; Median earnings 2nd quarter after exit, target \$6300; Credential Attainment Rate - Percentage of participants who obtain a recognized postsecondary credential or diploma during participation or within 1 year after program exit, target 63%; In Program Skills Gain - Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real time, target 51%.

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

These are not stated in the RFP, however it is the policy of CFCC-WF to report expenditures and draw funds on a monthly basis.

**Fiscal**

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

Although not a large amount, this award will solidify Clackamas County's partnership with workforce system partners and will create new opportunities to receive additional WIOA funding. This opportunity provides additional benefits to CFCC-WF current programming by adding additional funding for employment training and services for priority populations and low income residents in Clackamas County as well as local businesses.

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

N/A

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

There is no match requirement.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

The funding period for this award is July 1, 2021 through June 30, 2023, with the possibility of extending for an additional three years on a year-to-year basis.

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

Yes, the grant covers indirect. There does not appear to be a rate cap. Yes, due to the high degree of overlap with existing programs, other funding sources could be used to cover indirect, if needed.

Program Approval:

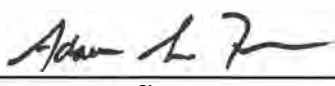
Name (Typed/Printed)

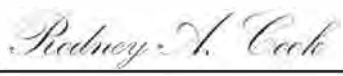
Date

Signature

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

**Section IV: Approvals**

<b>DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)</b>		
Adam Freer	2.10.21	
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR</b>		
Rodney A. Cook	2/10/2021	
Name (Typed/Printed)	Date	Signature

**IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.**

**Section V: Board of County Commissioners/County Administration**

*(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)*

**For applications less than \$150,000:**

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

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

BCC Agenda item #:  Date:

**OR**

Policy Session Date:

\_\_\_\_\_  
County Administration Attestation

**County Administration: re-route to department contact when fully approved.**

**Department: keep original with your grant file.**

# REQUEST FOR PROPOSALS

For the period July 1, 2021 – June 30, 2023  
(with an option to extend)

---

## WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) ADULT AND DISLOCATED WORKER SERVICES

**RELEASE DATE:**  
**January 15, 2021**

**DUE DATE:**  
**March 11, 2021**  
**4:00PM (PST)**



**Clackamas  
Workforce  
Partnership**  
WORKFORCE DEVELOPMENT BOARD

365 Warner Milne Rd, Suite 202  
Oregon City, OR 97045  
(503) 657-6644  
[www.clackamasworkforce.org](http://www.clackamasworkforce.org)

*The Clackamas Workforce Partnership is an equal opportunity employer / program. Auxiliary aids and services available upon request to individuals with disabilities.*

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## 1. GENERAL INFORMATION

### **Purpose and Amount of Request for Proposals**

Clackamas Workforce Partnership, in the local workforce development area comprised of Clackamas County, is soliciting competitive proposals for the expanded delivery of workforce development services to adults and dislocated workers under the Workforce Innovation and Opportunity Act (WIOA).

The contract resulting from this request for proposals is anticipated to begin July 1, 2021 and end June 30, 2023. Clackamas Workforce Partnership reserves the option to extend the contract for an additional three years on a year-to-year basis, based on future funding availability, contractor's satisfactory performance, and other factors as determined by Clackamas Workforce Partnership.

The federal government allocates WIOA Adult and Dislocated Worker funds annually each spring. Planned funding for year one is \$85,000 and Clackamas Workforce Partnership will fund one proposal only. Bidders should ensure that the grand total of their proposal does not exceed \$85,000 per program year.

Clackamas Workforce Partnership strongly encourages respondents to leverage resources and build coalitions that result in an innovative and responsive system.



**Timeline**

Date	Activity
Friday, January 15, 2021	Request for Proposals Released
Tuesday, March 9, 2021 – 3:00PM	End date for bidder’s questions
Thursday, March 11, 2021 – 4:00PM	Proposals due
Monday, March 29, 2021	Evaluation process begins
April 2021	Provisional contract award notifications
May 2021	Contract negotiations
June 2021	Contracts signed
Wednesday, July 1, 2021	Services begin

Clackamas Workforce Partnership reserves the right to make changes to the above timeline.



## Inquiries

The website (<http://www.clackamasworkforce.org/>) will be used as the primary mode of communication between Clackamas Workforce Partnership and potential bidders.

- Beginning January 18, 2021 interested parties can download the Request for Proposals from the website.
- Any inquiry related to this request for proposals must be submitted electronically to [rfp@clackamasworkforce.org](mailto:rfp@clackamasworkforce.org).
- Questions will not be answered over the phone.
- A question and answer page on the website will be updated as often as daily, if necessary, through Monday, March 9, 2021.

Bidders are responsible to check the web page frequently to stay connected and apprised throughout the process.

## **Internet Links**

*Workforce Innovation and Opportunity Act*

<http://www.doleta.gov/wioa/>

*Training and Employment Guidance Letter 19-16*

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_19-16\\_acc.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16_acc.pdf)

*State of Oregon WIOA Policies and Guidance*

<http://www.wioainoregon.org/policies-and-guidance.html>

*Clackamas Workforce Partnership Background and Information*

<http://www.clackamasworkforce.org/>

*Clackamas Workforce Partnership's Strategic Plan Draft*

<https://www.clackamasworkforce.org/media/uploads/CWPPPlan2020.pdf>

*Clackamas Workforce Partnership's Local Unified Plan*

<http://www.clackamasworkforce.org/unified-plan/>

*WorkSource Oregon Operational Standards*

[https://wsostandards.weebly.com/uploads/5/8/7/9/58796091/wso\\_operational\\_standards\\_2.0\\_final.pdf](https://wsostandards.weebly.com/uploads/5/8/7/9/58796091/wso_operational_standards_2.0_final.pdf)

*WorkSource Oregon*

<http://www.worksourceoregon.org/Centers.html>

*Clackamas Workforce Partnership Policies*

<http://www.clackamasworkforce.org/policies/>

*Columbia-Willamette Workforce Collaborative*

<http://www.workforcecollaborative.org/>

*Oregon Business Plan*

<http://www.oregonbusinessplan.org/>

*Clackamas County Economic Landscape*

<http://www.clackamas.us/business/economiclandscape.html>

### Provisions and Disclaimers

1. All solicitations are contingent upon availability of funds.
2. Clackamas Workforce Partnership reserves the right to accept or reject any or all proposals received.
3. This request for proposals (RFP) is for WIOA and other related programs and funding streams which may become available to Clackamas Workforce Partnership during the funding period.
4. Clackamas Workforce Partnership reserves the right to waive informalities and minor irregularities in offers received.
5. This RFP does not commit Clackamas Workforce Partnership to award a contract.
6. Proposals should follow the format set forth in the Proposal Response section of the request for proposals and adhere to the requirements specified therein.
7. Clackamas Workforce Partnership reserves the right to request additional data or oral discussion or documentation in support of written offers.
8. Costs for developing the proposals are solely the responsibility of the respondent.
9. Proposals submitted for funding consideration must be consistent with, and if funded, operated according to, federal WIOA legislation, all applicable federal regulations, State of Oregon policies, laws and regulations, and Clackamas Workforce Partnership policies.
10. Clackamas Workforce Partnership reserves the right to modify or alter the requirements and standards set forth in this request for proposals based on program requirements mandated by state or federal agencies.
11. The contract award will not be final until Clackamas Workforce Partnership and the bidder have executed a mutually satisfactory contractual agreement. No program activity may begin prior to final Clackamas Workforce Partnership approval of the award and execution of a contractual agreement between the successful bidder and Clackamas Workforce Partnership.
12. Clackamas Workforce Partnership reserves the right to cancel an award immediately if new state or federal regulations or policy makes it necessary to change the program purpose or content substantially, or to prohibit such a program.
13. Clackamas Workforce Partnership reserves the right to determine both the number and the funding level of contracts finally awarded. Such determination will depend upon overall fund availability and other factors arising during the proposal review process. Bids submitted which are over the maximum amount of funds specified for this request for proposals will be rejected.
14. The proposal warrants that the costs quoted for services in response to the request for proposals are not in excess of those that would be charged any other individual for the same services performed by the bidder.
15. Applicants are advised that most documents in the possession of Clackamas Workforce Partnership are considered public records and subject to disclosure under the State of Oregon's Public Records Law.



## 2. BACKGROUND

### **Clackamas Workforce Partnership**

Clackamas Workforce Partnership, the workforce development board in Clackamas County, is a non-profit agency that coordinates and oversees the public workforce system in Clackamas County. Clackamas Workforce Partnership brings together business and community leaders, appointed by the Board of County Commissioners, to promote and expand workforce development activities to ensure the long-range economic vitality of the region. Clackamas Workforce Partnership Board is the policy and planning body for the workforce development system in Clackamas County and invests funding necessary to operate the system through the Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker, and Youth programs as well as other discretionary grant funds. The Board is staffed by Clackamas Workforce Partnership.

The Board's oversight responsibility includes selection and monitoring of workforce development service providers, policy development, and establishment of local performance standards.

Clackamas Workforce Partnership staff work closely with neighboring regions to assure quality services are delivered throughout the broader region and state. Workforce Southwest Washington, Clackamas Workforce Partnership, and Worksystems, Inc. formed the Columbia-Willamette Workforce Collaborative in 2011. This unique, cross jurisdictional partnership provides a unified approach to serve industry, support economic development, and guide public workforce investments. By working together, the Collaborative aligns capabilities and resources to improve the region's ability to leverage and layer funding streams, to coordinate ideas and strategies, to pursue resources and fill gaps, to link workforce supply and industry demand, and to enable life-long learning and advancement.

Clackamas Workforce Partnership has an increased focus on equity throughout our organization and the workforce system. The successful respondent will be expected to embrace and actively participate in Clackamas Workforce Partnership's Diversity/Equity/Inclusion initiatives.

### **Adult and Dislocated Worker Services**

The Workforce Innovation and Opportunity Act (WIOA) is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. Every year the key programs that form the pillars of WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them.



The enactment of WIOA provides opportunity for reforms to ensure the American Job Center system is job-driven—responding to the needs of employers and preparing workers for jobs that are available now and in the future.

Clackamas Workforce Partnership is dedicated to working with people from all backgrounds regardless of their employment challenges. All Clackamas Workforce Partnership’s service providers strive to work with people who need workforce services the most. Through this RFP funds will be targeted to serve limited English-speaking populations (primarily Spanish speaking) in Clackamas County.

The successful respondent will provide career development, training, employment, and support services using strength-based service delivery practices to limited English speaking adult and dislocated worker populations experiencing barriers to employment who live and/or work in Clackamas County. The education, training, and career services provided by the selected respondent will increase the number of adults and dislocated workers with barriers in gaining, retaining, and advancing in employment.

Workforce services will be provided to adults and dislocated workers, ages 18 and over, who meet the regulatory eligibility definitions for WIOA Adult and Dislocated Worker formula funds, with a special priority of service provided to veterans and eligible spouses. WIOA enrollments will be done in coordination with WorkSource Clackamas (Clackamas County’s American Job Center) and staff. Participants will receive services designed to help them find jobs, keep jobs, and advance in jobs. Follow-up retention services to individuals may also be required, depending on State guidance.

Occupations considered in-demand or with significant annual openings or vacancies will be the priority for occupational training Individual Training Account (ITA) funding. WIOA adult and dislocated worker service providers will use the Clackamas Workforce Partnership ITA Strategic Occupation List which lists occupations that can be funded with ITAs. On-the-Job Trainings (OJTs) are strongly encouraged to be used for occupational training and are excluded from the Strategic Occupations List requirement.

Directly and through partner relationships, the selected respondent will be responsible for providing outreach, employability assessment, career coaching, job skills training, job placement, and support services. The successful respondent will have a presence at WorkSource Clackamas after it reopens, will participate in the Local Leadership Team, will adhere to WorkSource Oregon Operational Standards, will attend Clackamas Workforce Partnership’s partner meetings, and will participate in the American Job Center system (known as the WorkSource Oregon system in Oregon) as per the Memorandum of Understanding included in the Local Unified Plan.



NOTE: During COVID, the selected respondent will work with participants remotely. Enrollment, career, and support services will need to be effectively delivered virtually, unless the selected respondent has comprehensive and safe protocols for brief in-person meetings between staff and customers. Processes need to be in place to deliver all necessary WIOA services in a timely manner.

**Performance Expectations**

The expectation for participants served is that they find employment, keep employment, and advance in employment to become self-sufficient. Specific performance goals are set by the Department of Labor, State of Oregon, and Clackamas Workforce Partnership annually. Local performance measures may be established as deemed appropriate by Clackamas Workforce Partnership. The selected respondent will be held accountable for achieving all measures and targets.

All WIOA performance is managed, tracked, and reported to the State and Department of Labor through the WorkSource Oregon Information System (WOMIS) and the I-Trac data management system. The successful respondent will be contractually required to input data on served individuals into I-Trac and will be responsible for the accuracy of this data.

The selected respondent will be held accountable for achieving the below measures during PY 2021 and is expected to serve, at minimum, their proposed number of participants at any given time every quarter.

Performance Measure	Level
Employment Rate – 2 <sup>nd</sup> quarter after exit	71.4%
Employment Rate – 4 <sup>th</sup> quarter after exit	72.0%
Median earnings in the 2 <sup>nd</sup> quarter after exit	\$6,800
Credential Attainment Rate - Percentage of participants who obtain a recognized postsecondary credential or diploma during participation or within 1 year after program exit.	63.0%
In Program Skills Gain - Percentage of participants in education leading to credential or employment during program year, achieving measurable gains. Measured in real time.	51.0%



### 3. PROPOSAL RESPONSE

#### Submission Requirements

All proposals must be received by Clackamas Workforce Partnership by 4:00PM (PST) on Thursday, March 11, 2021. Proposals not received by this time will be automatically disqualified from competition.

An electronic copy of the proposal must be e-mailed to [rfp@clackamas-workforce.org](mailto:rfp@clackamas-workforce.org).

Proposals are limited to a maximum of 20 pages, not including the requested documentation in the Administrative Requirements section.

- Include all of the required forms, narrative answers, and attachments that pertain to your proposal. Failure to do so will disqualify your proposal from competition.
- Please use 12-point Arial type, 1-inch margins and single spacing. This requirement does not apply to the documents in the Administrative Requirements section.
- All proposals are to be submitted in accordance with the terms, conditions and procedures stated in the request for proposals.
- Any submitted proposal shall remain a valid proposal for one year after the closing date of the request for proposals.

#### Withdrawals

A submitted application may be withdrawn prior to the application due date. A written request to withdraw the application must be submitted to Clackamas Workforce Partnership. If a bidder does not withdraw a proposal by the due date, the proposal becomes the property of Clackamas Workforce Partnership and may be subject to public disclosure according to the Freedom of Information Act.



## **Appeals**

The following process has been established to address appeals:

- The appeal must be due to what the respondent considers a flaw in the Evaluation Committee's funding recommendation process.
- The organization filing the appeal must specify the basis of the appeal and provide an alternative. Proposal rating scores may not be appealed. The mere fact that a proposal was not recommended for funding is also not open to an appeal, nor is a complaint about the amount of funding granted. The appeal must be a violation of the process established for this solicitation.
- The appeal must be submitted in writing to Clackamas Workforce Partnership within 10 calendar days of the contract award notification.
- Clackamas Workforce Partnership will issue a decision on appeals within 7 calendar days of receipt.



**Proposal Cover Page**

Administrative Organization:

Organization Type:

Non-profit Organization       Government Organization       For-profit Business

Other: Please specify:

Address:

Mailing Address:

Contact Person:

Phone:

E-mail:

BUDGET SUMMARY:

Funding requested    \$ \_\_\_\_\_

Number of participants to be served: \_\_\_\_\_

Cost per participant: \_\_\_\_\_

PROPOSAL SUMMARY:

Please summarize your program design in a brief paragraph.

### Proposal Checklist

It is the bidder's responsibility to make sure that all required elements and forms are included in the proposal. Proposals that do not include the required elements and forms will be automatically disqualified.

Before submitting your proposal, check the following:

- One (1) electronic copy of the proposal emailed to [rfp@clackamasworkforce.org](mailto:rfp@clackamasworkforce.org)

#### Proposal Response Package Requirements

- 1. Proposal Cover Page
- 2. Proposal Checklist
- 3. Statement of Compliance
- 4. Administrative Requirements (pass/fail)
- 5. Evidence of Expertise (pass/fail)
- 6. Experience and Past Performance (20 %)
- 7. Program Design (40 %)
- 8. Staffing Plan (15 %)
- 9. Program Cost (25 %)
- 10. Budget Form (included in the Program Cost 25%)



**Statement of Compliance**

As the authorized signatory official for:  
Submitting Organization

I hereby certify:

That the above named proposer is legally authorized to submit this application requesting funding under the Workforce Innovation and Opportunity Act

That the above-named proposer does hereby agree to execute all work related to this application in accordance with the Workforce Innovation and Opportunity Act, U.S. Department of Labor, State of Oregon Higher Education Coordinating Commission Workforce Investment Division issuances, Clackamas Workforce Partnership’s policies and guidelines, and other administrative requirements issued by the Governor of the State of Oregon. The named proposer shall notify Clackamas Workforce Partnership within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and

That the above named proposer will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation and improper conduct which may or may not be fraudulent in nature; and

That the contents of the application are truthful and accurate and the above named proposer agrees to comply with the policies stated in this application and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named proposer is in agreement that Clackamas Workforce Partnership reserves the right to accept or reject any proposal for funding; and that the above-named proposer has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that the above-named proposer waives any right to claims against the members and staff of Clackamas Workforce Partnership.

Authorized Representative Signature

Typed Name and Title

Date

**Administrative Requirements**

**Pass/Fail**

- Copy of documentation proving legal entity (for example, certificate of incorporation, 501(c)(3) letter, etc.)
- Provide current job descriptions and resumes for staff in management positions with responsibility for performing key grant functions – at minimum the program manager that will oversee the program proposed through the request for proposals and the fiscal lead responsible for administrative and financial aspects of the subgrant.
- A copy of the organization’s current Financial Administration policies and procedures, or fiscal guidelines.

Organization’s most recent financial information – provide a copy of the highest level documentation applicable to the organization:

- A-133 single audit financial statements and letter to management, and all associated response letters – OR -
- Independently audited financial statements and letter to management report, and all associated response letters – OR -
- Unaudited annual financial statements
- Current cost allocation plans for direct and indirect costs and, if applicable, a copy of the approved federal indirect cost rate.
- Timekeeping policies and procedures that address allocation of employee time by activity and funding source.

Organization’s current insurance coverage for:

- General Liability
- Worker’s Compensation
- Professional Liability Errors and Omissions
- Motor Vehicle

- Property and Equipment
- Employee Dishonesty

Include the single-occurrence limits, aggregate limits and deductibles.

- A copy of the organization's current personnel policies and procedures table of contents.
- Assurance of compliance with Federal Civil Rights law, including but not limited to:
  - ◆ Title VI – Civil Rights Act of 1964
  - ◆ Section 504 – Rehabilitation Act
  - ◆ Title IX, Education Amendments Act of 1972
  - ◆ Age Discrimination Act of 1975
  - ◆ Section 188 of the Workforce Innovation and Opportunity Act
- A description of the organization's technological capabilities. Clackamas Workforce Partnership requires minimum capacity at:
  - ◆ Business-grade, broadband internet connectivity;
  - ◆ Network and workstation virus protection that is fully functional and updated at least on a weekly basis;
  - ◆ Individual e-mail accounts for staff working with Clackamas Workforce Partnership allowing attachment size of at least 5 Megabytes;
  - ◆ PCs with 4 GB RAM or more
  - ◆ One of the following Window's Internet browser programs: Microsoft Internet Explorer version 9 or newer; Google Chrome version 25.0 or newer, including Chrome 25.0 or newer for macOS.
  - ◆ Monitor capable of at minimum a 1024 x 768 resolution that is comfortable for the user.



**Evidence of Expertise (maximum 1 pg)**

**Pass/Fail**

**Community References:**

Provide contact information of two community references that can talk about your workforce development experience. Include a contact name, agency name, email, phone number, and city and state for each.

**Experience and Past Performance (maximum 3 pgs)**

**20%**

Demonstrate, in a maximum of three pages, your organization's past experience and qualifications to provide the services requested and the ability to ensure fiscal compliance related to the expenditure of federally granted funds.

1. Explain how this proposal relates to your agency's mission and values.
2. Describe your expertise providing the population-focused services described in this request for proposals.
3. What is your experience meeting and/or exceeding performance measures for training and employment services for the population you are proposing to serve? Describe specific quantifiable outcomes of past workforce development programs for the performance measures outlined in this RFP.
4. Describe your organization's experience with fiscal management including use of acceptable accounting practices and controls.
5. Describe additional funding sources your organization manages and the stability of these funding sources.
6. Demonstrate your experience in implementing and maintaining continuous organizational and performance improvement processes.



**Program Design (maximum 6 pgs)**

**40 %**

Describe, in a maximum of six pages, the design of the program to be provided.

1. Describe each of the innovative program and service design elements that will be provided or made available. Include the following:
    - Describe how you will serve the population you propose to serve. Identify the key characteristics of the population and describe the barriers to employment faced by this population.
    - Describe the outreach strategies that you plan on implementing to recruit and enroll this population in this local workforce area.
    - Provide a description of where and how the population would access the services you are offering to provide. Describe how your service delivery model provides and/or makes the services accessible to all participants. Include service delivery strategies that you will employ during COVID.
    - Describe how you will assess the population you will serve.
    - How will your organization assure that the services offered will meet the industry needs in this local workforce area? Describe your current or proposed engagement with businesses in Clackamas County.
    - Describe how proposed innovative services and activities will lead to the attainment of local goals.
  2. How will your organization ensure the population you serve will increase their skills (including soft skills), earn credentials, find employment, keep employment, and advance in targeted industry occupations? What will your organization do to meet and/or exceed the performance measures described in this request for proposals?
  3. Explain how you will ensure continuous performance improvement in the program design described in your response.
-





**Staffing Plan (maximum 2 pages)**

**15 %**

1. Provide a staffing plan for implementation of the proposal. Include the full time equivalent (FTE) you anticipate and the key duties for each position recommended.
2. Describe your staff development plan and how you will assure that the staff delivering these services will have the skills they need to be effective.

**Program Cost (maximum 3 pgs)**

**25 %**

1. Complete the budget form, in a maximum of one page (available in Excel format on the Clackamas Workforce Partnership website), listing anticipated costs by line item. Please note that adult and dislocated worker funding has been combined for simplicity for this request for proposals. In actual practice, these two funding streams must be tracked and reported separately.
2. Provide, in a maximum of two pages, a budget narrative organized by budget form line item which describes the methodology used to arrive at the budget figures. Include a description of in-kind and/or leveraged resources that you will be providing.

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Federal Subrecipient Grant Amendment #1 with Northwest Family Services to expand Youth Opioid Prevention & Early Screening to include Sandy and Estacada

<b>Purpose/Outcome</b>	Northwest Family Services (NWFS) was selected through a competitive process to provide coordination resources and services for students to reduce harmful opioid and other substance misuse in the rural areas of Clackamas County (Canby and Molalla). The program strengthens a collaborative systemic response to the opioid crisis by increasing capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance abuse. This amendment expands services to include Sandy and Estacada and to revise the service delivery model by providing additional funding due to the challenges presented by the COVID-19 pandemic.
<b>Dollar Amount and Fiscal Impact</b>	Amendment adds \$114,360.51 for a total award amount of \$189,360.51 Catalogue of Federal Domestic Assistance (CFDA) #16.842 No County General Funds are involved. No match required.
<b>Funding Source</b>	U.S. Dept of Justice: Office of Juvenile Justice and Delinquency Prevention (OJJDP) Award No. 2018-YB-FX-K007 Opioid Affected Youth Initiative (CFDA #16.842)
<b>Duration</b>	Effective date October 1, 2020 and terminates on September 30, 2021
<b>Previous Board Action/Review</b>	082020-A3
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 01/29/21, AN
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	H3S9809

**BACKGROUND:**

The Children, Family & Community Connections Division (CFCC) of the Health, Housing and Human Services Department requests the approval of a Federal Subrecipient Grant Amendment #1 with Northwest Family Services. Rural Opioid Prevention and Early Screening (ROPES) programming coordinates resources and services for students to reduce harmful opioid and other substance misuse. The program is intended to strengthen collaboration and promote system integration among local, county, and state agencies service youth and families to increase the capacity to identify, assess, and provide appropriate interventions for those youth at risk of, or involved in opioid or other substance misuse. AntFarm declined the ROPES subaward serving Sandy

*Healthy Families. Strong Communities.*

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

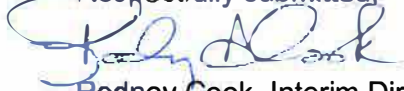
and Estacada because they were unable to meet the licensing terms of the award. NWFS scored the second highest on the application and agreed to provide services in these communities.

This Grant amendment is funded through the Office of Juvenile Justice and Delinquency Prevention and provides additional funding to expand service area starting on October 1, 2020 and terminates September 30, 2021. This agreement has a maximum value of \$189,360.51.

**RECOMMENDATION:**

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

Respectfully submitted,



Rodney Cook, Interim Director  
Health, Housing & Human Services

Subrecipient Grant Amendment (FY 20-21)  
**H3S – Children, Family & Community Connections  
Division**

Local Grant Agreement Number: 9809	Board Order Number:
Department/Division: H3S-CFCC	Amendment No. 1
Subrecipient: Northwest Family Services	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

**Justification for Amendment:**

This Amendment adds funds to expand service delivery in two additional communities: Sandy and Estacada; and to revise the service delivery model and provide additional funding due to challenges presented by the COVID-19 pandemic. Ant Farm, declined the RURAL OPIOID PREVENTION & EARLY SCREENING (ROPES) subaward serving Sandy and Estacada because it was unable to meet the licensing terms of the award by September 30, 2020. Northwest Family Services ("NWFS" or "Subrecipient") scored the second highest on the application and agreed to provide services in these communities effective October 1, 2020.

This Amendment adds funds to reflect 14 months instead of 12 months of project-related expenses. The adjusted award amount aligns with the intended service delivery period and the subrecipient agreement ("Agreement") end date of September 30, 2021.

This Amendment adds to the maximum compensation.

Maximum compensation is increased by \$114,360.51 for a revised maximum of \$189,360.51. Charges may be incurred beginning October 1, 2020 and terminating September 30, 2021.

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

**AMEND the portion of the Clackamas County Data table on page 1 of the Agreement:**

**Clackamas County Data**

Program Manager: Elizabeth White  
112 11<sup>th</sup> St.  
Oregon City, OR 97045  
503-709-2961  
ewhite@clackamas.us

**TO READ:**

**Clackamas County Data**

Program Manager: Trevor Higgins  
112 11<sup>th</sup> St.  
Oregon City, OR 97045  
971-806-5953  
THiggins@clackamas.us

**AMEND:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; **CFDA 16.482**). The maximum, not to exceed, grant amount COUNTY will pay is **\$75,000**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Monthly/Quarterly/Final Performance Report**. Failure to comply with the terms of this Agreement may result in withholding of payment.

**TO READ:**

- 4. Grant Funds.** COUNTY's funding for this Agreement is the 2018-2021 Cooperative Agreement for the Financing of Office of Juvenile Justice and Delinquency Prevention (Agreement No. 2018-YB-FX-K007; **CFDA 16.482**). The maximum, not to exceed, grant amount COUNTY will pay is **\$189,360.51**. This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Monthly/Quarterly/Final Performance Report**. Failure to comply with the terms of this Agreement may result in withholding of payment.

**REPLACE** the portion of Exhibit A, Subrecipient Statement of Program Objectives and Work Plan Quarterly Report that reads as follows:

**Activities**

ROPES staff will identify all students at risk for using substances and early intervention services provided for 100% of students will be identified. All students are referred for additional screening and assessment, receive referrals to needed resources, services and care coordination for a minimum of 30 youth and their families per month. All families of students engaged by program staff.

ROPES staff will provide screening and assessment to a minimum of 30 youth at risk for identified for using substances and provide American Society of Addiction Medicine ("ASAM") level .5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 30 youth identified as using substances.

**WITH:**

**Activities**

***ROPES staff will offer pre-engagement and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. to a minimum of 4 high schools and 4 middle schools in the rural communities of Sandy, Estacada, Molalla and Canby.***

ROPES staff will provide screening and assessment to a minimum of **60** youth suspected of using substances and provide American Society of Addiction Medicine ("ASAM") level .5-1.0 outpatient treatment or referral to higher level treatment to a minimum of **50** youth identified as using drugs/alcohol.

**REPLACE** the portion of Exhibit A, Subrecipient Statement of Program Objectives and Work Plan Quarterly Report that reads as follows:

Exhibit A: Subrecipient Statement of Program Objectives and Work Plan Quarterly Report  
**WORK PLAN QUARTERLY REPORT**

Clackamas County – Children, Family & Community Connections  
 Work Plan and Quarterly Report  
 Rural Opioid Prevention and Early Screening (ROPES)

Provider: MWFS  
 Activity: Rural Opioid Prevention and Early Screening (ROPES)  
 Contact: Jenna Napier  
 Site: Canby School District  
 Contract Period: August 1, 2020 - June 30, 2021

Activities/Outputs	Intervention Objectives/Performance Goal		Rep. Goal	Del. Goal	Mon. Start	Fin. End
June 30, 2021: provide pre assessment and referral to relevant resources and services and assistance navigating healthcare education judicial systems etc for a minimum of 50 drug/alcohol affected youth and their families	35% of participating youth and their families will be connected to relevant services and resources: prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. Measured by client feedback survey responses (successful connection to service/resource were met)	# youth assessed/referred				
		# youth connected				
		# families served				
		# families connected				
By June 30, 2021 provide standard D&A assessments to a minimum of 30 youth suspected of drug/alcohol use and provide ASAM level 5-10 outpatient treatment or referral to higher level treatment to a minimum of 25 youth identified as using drugs/alcohol	80% of youth will demonstrate reduction in 30 day use. Measured by random UA and program data  55% of youth will demonstrate improved attendance. Measured by Symery; or other school data collection system  85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate. Measured by program records and youth survey responses	# youth assessed				
		# youth receiving ASAM 5-10 outpatient treatment				
		# youth referred to higher level of treatment				
		# youth receiving treatment that reduced 30 day use				
		# youth receiving treatment that improved attendance over 12 weeks				
By June 30, 2021, change beliefs about substance use prior to and after treatment and/or prevention education presentations	70% will report some changes in beliefs. Measured by pre- and post- surveys at start/end of treatment as well as start/end of prevention/education presentations	# youth surveyed : # youth reporting changes in beliefs				
		# parents surveyed : # parents reporting changes in beliefs				

1. Provide narrative about drug/alcohol prevention, educational activities that were offered, if any, where these occurred and how many youth were served, etc
2. Provide narrative about challenges implementing or conducting programming during the quarter (please describe any supports/assistance needed to overcome these)
3. Provide narrative about successes/improving stories during the quarter

Clackamas County – Children, Family & Community Connections  
 Work Plan and Quarterly Report  
 Rural Opioid Prevention and Early Screening (ROPES)

Provider: NWFS  
 Activity: Rural Opioid Prevention and Early Screening (ROPES)  
 Contact: Jenna Nepler  
 Site: Molalla School District  
 Contract Period: August 1, 2020 - June 30, 2021

Activities/Outputs	Intervention/Outcome/Measurement Tool		Rep- Rpt 1	Qtr- Rpt 2	Jan- Mar 21	Apr- Jun 21
By June 30, 2021 provide pre-assessment and referral to relevant resources and services and assistance navigating healthcare education judicial systems etc. for a minimum of 50 drug/alcohol affected youth and their families	85% of participating youth and their families will be connected to relevant services and resources, prosocial activities, academic supports and assistance navigating systems including, but not limited to mental health care, criminal justice/judiciary, etc. Measured by client feedback survey responses (successful connection to services/resources/supports)	# youth assessed/referred # youth connected # families served # families connected				
By June 30, 2021 provide standard D&A assessment to a minimum of 30 youth suspected of drug/alcohol use and provide ASAM level 5-10 inpatient treatment or referral to higher level treatment to a minimum of 25 youth identified as using drug/alcohol.	80% of youth will demonstrate reduction in 30-day use. Measured by random UA and program data. 85% of youth will demonstrate improved attendance. Measured by Synergy or other school data collection system. 85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate. Measured by program records and youth survey responses.	# youth assessed # youth receiving ASAM 5-10 outpatient treatment # youth referred to higher level of treatment # youth receiving treatment that reduced 30 day use # youth receiving treatment that improved attendance over 12 weeks # youth receiving treatment that participate in prosocial activities and are connected to additional resources/supports				
By June 30, 2021, change beliefs about substance use prior to and after treatment and/or pre-treatment/education presentations	70% will report some changes in beliefs. Measured by pre- and post- surveys at start/end of treatment as well as start/end of pre-treatment/education presentations	# youth surveyed / # youth reporting changes in beliefs # parents surveyed / # parents reporting changes in beliefs				

1. Provide narrative about drug/alcohol prevention educational activities that were offered if any, where these occurred and how many youth were served, etc.
2. Provide narrative about challenges implementing or conducting programming during the quarter (please describe any supports/resources needed to overcome these).
3. Provide narrative about successes/competing stories during the quarter.

Exhibit A: Subrecipient Statement of Program Objectives and Work Plan Quarterly Report

**WORK PLAN QUARTERLY REPORT**

Clackamas County – Children, Family & Community Connections  
 Work Plan and Quarterly Report  
 Rural Opioid Prevention and Early Screening (ROPES)

Provider: NWFS  
 Activity: Rural Opioid Prevention and Early Screening (ROPES)  
 Contact: Jenna Napler  
 Contract Period: August 1, 2020 - September 30, 2021

Assessment/Outcome	Immediate Outcomes/Measurement Tool	Indicators	Aug- Sept- 20	Oct- Nov- 20	Jan- Feb- 21	April- June- 21	July- Sept- 21	
<b>SCREENING TOOL</b>								
By September 30th, 2021 coordinate with community partners to expand the use of the CRAFFT's screening tool with youth being referred to the ROPES programs.	10 new agencies will adopt the CRAFFT pre screening tool	# agencies engaged in discussions/training introducing the use of the CRAFFT Screening Tool						
		# of referring agencies using screening tool						
<b>PRE-ENGAGEMENT &amp; REFERRAL</b>								
By September 30th, 2021 offer pre-engagement and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. to a minimum of 4 high schools and 4 middle schools in the rural communities of Sandy, Estacada, Molalla and Canby	75% of participating youth and their families will be connected to relevant evidence-based program practices providing prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met). CRAFFT Screen tool will identify and refer a minimum of 60 youth suspected of needed treatment for ASAM A&D assessment.	# youth served						
		# of youth served using an evidence-based program or practice						
		% youth referred out/connected to outside services						
		# families served						
		% families referred out/connected to outside services						
		# individuals reporting satisfaction with connection to services						
# individuals reporting needs met								
<b>ASSESSMENT, TREATMENT, &amp; REFERRAL</b>								
By September 30, 2021 provide standard A&D assessment to a minimum of 60 youth suspected of drug/alcohol use and provide ASAM Level 5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 50 youth identified as using drugs/alcohol.	65% of youth will demonstrate reduction in 30-day use and complete program requirements. Measured by random UA and program data. 60% of youth will demonstrate improved attendance. Measured by Synergy or other school data collection system. 75% of youth will be connected to additional resources or supports or prosocial activities as deemed appropriate. Measured by program records and client feedback survey responses	# youth assessed with ASAM						
		# youth receiving ASAM 5-1.0 outpatient treatment						
		% youth receiving treatment that improved attendance over 12 weeks						
		% of youth receiving treatment that are connected to prosocial activities or additional resources or supports						
		# of youth completing clean random UAs						
		# of youth completing program requirements						
# youth exiting the program during the reporting period								
<b>EDUCATION &amp; AWARENESS</b>								
By September 30, 2021, change beliefs about substance use among youth who have completed treatment	70% of youth completing treatment will report a positive change in knowledge/beliefs. Measured by pre and post-surveys at start/end of treatment.	% youth reporting changes in knowledge/beliefs						
By September 30, 2021, educate a minimum of 50 parents and community members about the risks of opioid use through substance use prevention/education presentations.	70% of parents and/or community members attending a prevention/education presentation will demonstrate knowledge about the risks of opioid use measured by survey at the end of prevention/education presentations.	# parents/community members served						
		% parents/community members demonstrating knowledge of risks of opioid use						

1. Provide narrative about drug/alcohol prevention educational activities that were offered, if any, where these occurred and how many youth were served, etc.
2. Provide narrative about challenges implementing or conducting programming during the quarter (please describe any supports/assistance needed to overcome these).
3. Provide narrative about successes/compelling stories during the quarter.



**REPLACE:**

Exhibit B: Subrecipient Program Budget

**EXHIBIT B: RECIPIENT BUDGET**

**Organization:** Northwest Family Services

**Program Name:** ROPES - Opioid

**Program Contact:** Jenna Napier

**Agreement Term:** 8/1/20-9/30/21

<b>Approved Award Budget Categories</b>	<b>Approved Budget</b>	<b>Total Budget</b>
<b><u>Personnel Services (list salary and fringe for each position)</u></b>		
CADC I - Canby/Molalla	\$ 40,190.00	\$ 40,190.00
Clinical Supervision	\$ 2,400.00	\$ 2,400.00
Supervision (Napier @ \$59k x .125 fte)	\$ 7,375.00	\$ 7,375.00
Fringe	\$ 12,491.00	\$ 12,491.00
<b>Total Personnel Services</b>	<b>\$ 62,456.00</b>	<b>\$ 62,456.00</b>
<b><u>Administration (10% of salary and program)</u></b>		
Admin	\$ 6,818.00	\$ 6,818.00
<b><u>Program</u></b>		
Supplies	\$ 503.00	\$ 503.00
Cell Phone	\$ 400.00	\$ 400.00
Phones/Spot	\$ 660.00	\$ 660.00
Computer	\$ 1,700.00	\$ 1,700.00
Mileage	\$ 1,213.00	\$ 1,213.00
<b><u>Additional (please specify)</u></b>		
Pre-screen UA testing for drug/alcohol use (70 x \$12.50)	\$ 750.00	\$ 750.00
Training	\$ 500.00	\$ 500.00
<b>Total Programmatic Costs</b>	<b>\$ 12,544.00</b>	<b>\$ 12,544.00</b>
<b>Total Approved Budget</b>	<b>\$ 75,000.00</b>	<b>\$ 75,000.00</b>

**WITH:**

Exhibit B: Subrecipient Program Budget

<b>EXHIBIT B: RECIPIENT BUDGET</b>		
<b>Organization:</b> Northwest Family Services <b>Program Name:</b> ROPES - Opioid Contract 9809 <b>Program Contact:</b> Jenna Napier <b>Agreement Term:</b> 8/1/20-9/30/21		
Approved Award Budget Categories	Approved Budget	Total Budget
<b>Personnel Services (list salary and fringe for each position)</b>		
CADC I - Canby/Molalla	\$ 40,190.00	\$ 40,190.00
CADC I - Estacada/Sandy	\$ 46,888.00	\$ 46,888.00
Clinical Supervision	\$ 2,800.00	\$ 2,800.00
Supervision (Napier @ \$62,000k x .25 fte)	\$ 18,083.00	\$ 18,083.00
Fringe	\$ 51,821.28	\$ 51,821.28
<b>Total Personnel Services</b>	<b>\$ 159,782.28</b>	<b>\$ 159,782.28</b>
<b>Administration (10% of salary and program)</b>		
Admin	\$ 15,978.23	\$ 15,978.23
<b>Program</b>		
Supplies	\$ 700.00	\$ 700.00
Student Incentives	\$ 7,500.00	\$ 7,500.00
Cell Phone	\$ 400.00	\$ 400.00
Phones/Spot	\$ 650.00	\$ 650.00
Computer	\$ 1,400.00	\$ 1,400.00
Mileage	\$ 1,200.00	\$ 1,200.00
<b>Additional (please specify)</b>		
Pre-screen UA testing for drug/aocohol use (70 x \$12.50)	\$ 750.00	\$ 750.00
Training	\$ 1,000.00	\$ 1,000.00
<b>Total Programmatic Costs</b>	<b>\$ 29,578.23</b>	<b>\$ 29,578.23</b>
<b>Total Approved Budget</b>	<b>\$ 189,360.51</b>	<b>\$ 189,360.51</b>

**REPLACE:**

**Exhibit D: Request for Reimbursement**

**Exhibit D - REQUEST FOR REIMBURSEMENT**

*Requests for reimbursement and supporting documentation are due on the 15th of the month, including:*

- Request for Reimbursement with an authorized signature
- General Ledger Backup to support the requested amount
- Monthly Activity Report (Exhibit E) showing numbers served and activities conducted during the month of request. The Monthly Activity Report MUST be received in month when activity occurred.

Organization: **Northwest Family Services** Contract #

Address: **6200 SE King Rd  
 Portland, OR 97222** Reporting Period:

Contact Person: **Rose Fuller**  
 Phone Number: **503-546-6377**  
 E-mail: **rd fuller@nwfs.org**  
 Fiscal Contact: **Jenna Napier**  
 Email: **jnapier@nwfs.org**  
 Phone Number: **503-546-6377**

Budget Category	Approved Budget	Current Draw	Previously Requested	Balance
<b>Personnel</b>				
CADC I - Corby/Molalla	\$ 40,190.00	\$ -	\$ -	\$ 40,190.00
Clinical Supervision	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
Supervision (Napier @ \$59k x 125 fee)	\$ 7,375.00	\$ -	\$ -	\$ 7,375.00
fringe	\$ 12,491.00	\$ -	\$ -	\$ 12,491.00
<b>Total Personnel</b>	<b>\$ 62,456.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 62,456.00</b>
<b>Administration</b>				
Admin (10% of personnel & program)	\$ 6,818.00	\$ -	\$ -	\$ 6,818.00
<b>Program</b>				
Supplies	\$ 503.00	\$ -	\$ -	\$ 503.00
Cell Phone	\$ 400.00	\$ -	\$ -	\$ 400.00
Phone/Hotspot	\$ 680.00	\$ -	\$ -	\$ 680.00
Computer	\$ 1,700.00	\$ -	\$ -	\$ 1,700.00
Mileage	\$ 1,213.00	\$ -	\$ -	\$ 1,213.00
<b>Additional (please specify)</b>				
Pre-screen UA testing for drug/alcohol use	\$ 750.00	\$ -	\$ -	\$ 750.00
Training	\$ 500.00	\$ -	\$ -	\$ 500.00
<b>Total Program</b>	<b>\$ 12,544.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,544.00</b>
<b>Total Grant Costs</b>	<b>\$ 75,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 75,000.00</b>

*Clatsop County retains 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 and/or administrative penalties for fraud, false statements, false claims or otherwise, (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3750 and 3801-3812).*

Prepared by: \_\_\_\_\_  
 Authorized Signer: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Department Review**  
 Program Manager: Elizabeth White  
 Department: CFCC  
 Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_



**REPLACE:**

Exhibit E: Reporting Schedule

**QUARTERLY PERFORMANCE REPORTS**

**Quarterly performance reports by the 15th of the month after the end of the quarter during which the work was performed. The final report is due by October 15, 2021. The reports must include:**

1. Percentage of at risk or students identified for using substances referred monthly to early intervention services and additional screening and assessment. Measured by paper and electronic referral with assessment date and results.
2. Percentage of referred youth and families referred to needed resources, services, and care coordination. Measured by: Youth and family self-report, treatment reviews and school referrals and reports.
3. Percentage of families of referred students engaged (minimum of 50) measured by: Care Coordination form used to track family involvement.
4. 80% of youth will demonstrate reduction in 30-day use. Measured by: Random UA and program data.
5. 85% of youth will demonstrate improved attendance. Measured by: School data collection system
6. 85% of youth will receive additional resources or supports or prosocial activities, as deemed appropriate. Measured by program records and youth survey responses

SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

In addition to the above listed report, SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**Quarterly Work Plan Reports will be submitted electronically to:**

Elizabeth White

Stephanie Radford

[EWhite@clackamas.us](mailto:EWhite@clackamas.us)

[SRadford@clackamas.us](mailto:SRadford@clackamas.us)

**MONTHLY FISCAL REPORT, REIMBURSEMENT REQUEST, AND ACTIVITY REPORT**

SUBRECIPIENT will submit monthly Fiscal Reports, Requests for Reimbursement and an Activity Report referencing grant agreement number 21-002 and contract #9809.

1. Requests for reimbursement with required documentation (General Ledger back-up and Monthly Activity Report) shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by October 15, 2021.
2. Reimbursements shall be based on actual costs authorized in **Exhibit B: Subrecipient Program Budget** of this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. This documentation should be readily available for review upon request or site visit by COUNTY, federal officials, and/or auditors.

**Fiscal Report, Request for Reimbursement, and Monthly Activity Report shall be submitted electronically to:**

Stephanie Radford

Elizabeth White

[Sradford@clackamas.us](mailto:Sradford@clackamas.us) and [EWhite@clackamas.us](mailto:EWhite@clackamas.us)

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

**WITH:**

Exhibit E: Reporting Schedule

**QUARTERLY PERFORMANCE REPORTS**

**Quarterly performance reports by the 15th of the month after the end of the quarter during which the work was performed. The final report is due by October 15, 2021. The reports must include:**

- 1. Percentage of participating youth and their families connected to relevant evidence-based programs practices providing prosocial activities, academic supports and assistance navigating systems including, but not limited to health/mental health care, criminal justice/judiciary, etc. Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met).**
- 2. Percentage of youth connected to additional resources or supports or prosocial activities as deemed appropriate. Measured by program records and client feedback survey responses.**
- 3. Number of new agencies that have adopted the CRAFFT pre-screening tool.**
- 4. 65% of youth will demonstrate reduction in 30-day use. Measured by: Random UA and program data.**
- 5. 60% of youth will demonstrate improved attendance. Measured by: School data collection system**
- 6. 75% of youth will receive additional resources or supports or prosocial activities, as deemed appropriate. Measured by pre-and post-surveys at start/end of treatment.**
- 7. 70% of youth completing treatment will report a positive change in knowledge/beliefs. Measured by pre-and post-surveys at start/end of treatment.**
- 8. 70% of parents and/or community members attending a prevention/education presentation will demonstrate knowledge about the risks of opioid use measured by survey at the end of prevention/education presentations.**

SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

In addition to the above listed report, SUBRECIPIENT must notify COUNTY Project Manager of developments that have a significant impact on the Grant support activities. SUBRECIPIENT must inform the Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

**Quarterly Work Plan Reports will be submitted electronically to:**

Elizabeth White

Stephanie Radford

[EWhite@clackamas.us](mailto:EWhite@clackamas.us)

[SRadford@clackamas.us](mailto:SRadford@clackamas.us)

### MONTHLY FISCAL REPORT, REIMBURSEMENT REQUEST, AND ACTIVITY REPORT

SUBRECIPIENT will submit monthly Fiscal Reports, Requests for Reimbursement and an Activity Report referencing grant agreement number 21-002 and contract #9809.

1. Requests for reimbursement with required documentation (General Ledger back-up and Monthly Activity Report) shall be submitted by the **15th of the month** for the previous month. The final request for reimbursement shall be submitted by October 15, 2021.
2. Reimbursements shall be based on actual costs authorized in **Exhibit B: Subrecipient Program Budget of this Agreement**. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all expenses reported. This documentation should be readily available for review upon request or site visit by COUNTY, federal officials, and/or auditors.

**Fiscal Report, Request for Reimbursement, and Monthly Activity Report shall be submitted electronically to:**

Stephanie Radford

Elizabeth White

[Sradford@clackamas.us](mailto:Sradford@clackamas.us) and [EWhite@clackamas.us](mailto:EWhite@clackamas.us)

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

#### ***Monthly Activity Report***

Clackamas County – Children, Family & Community Connections  
 Rural Opioid Prevention and Early Screening (ROPE S)  
 Monthly Report by School

Principal Name  
 Activity Description: Prevention and Early Screening (ROPE S)  
 Control School Name

	Molalla River Middle	Molalla High	Baker Prairie Middle	Canby High	Estacada Middle	Estacada High	Cedar Ridge Middle	Sandy High
<b>Number of youth contacts (unduplicated)</b>								
<b>Number of individual engagement sessions (prior to billing) for unduplicated youth</b>								
<b>Of those, how many completed assessment</b>								
<b>Number of individual sessions (currently enrolled)</b>								
<b>Number of group/educational sessions offered</b>								
<b>Number of consultations with school personnel</b>								

1. Number of individual check in sessions (after treatment has completed)
2. Which agencies/schools did we speak to about CRAFFT this month?
3. Which agencies have agreed to use CRAFFT for referrals?
4. Which agencies/school did we attend regularly scheduled meetings?



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

**Northwest Family Services**

6200 SE King Road  
Portland, OR 97222  
503-546-6377

**CLACKAMAS COUNTY**

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

By:   
Rose Fuller, Executive Director

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Rod Cook, Associate Director      Date  
Health, Housing & Human Services

**Approved to Form:**

\_\_\_\_\_  
County Counsel      Date



# Clackamas County Sheriff's Office

**ANGELA BRANDENBURG**  
Sheriff

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to Accept a Grant from Oregon Department of Transportation for Reimbursement of Overtime Activities Related to Safety Belt Enforcement

<b>Purpose/Outcome</b>	Funds received by the Oregon Department of Transportation, Public Safety Division will reimburse the Sheriff's Office for FFY 2020-21 overtime expenditures related to Safety Belt Enforcement activities
<b>Dollar Amount and Fiscal Impact</b>	The total grant award amount is \$15,000
<b>Funding Source</b>	The funds come to the County via the grant award from the Oregon Department of Transportation. The originating fund source is the National Highway Traffic Safety Administration (NHTSA) and/or the Federal Highway Administration (FHWA)
<b>Safety Impact</b>	Further the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The project period is 10/01/2020 – 09/30/2021
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved prior awards granted for this purpose
<b>Counsel Review</b>	1. <i>Date of Counsel review:</i> 02/03/2021 2. <i>Initials of County Counsel performing review:</i> AN
<b>Procurement Review</b>	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable 2. <i>If no, provide brief explanation:</i> Not applicable
<b>Contact Person</b>	Sergeant Sean Collinson, seancol@clackamas.us
<b>Contract No.</b>	M1HVE-21-46-03 222

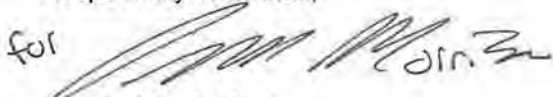
**BACKGROUND:**

Funds awarded via this grant reimburse the Clackamas County Sheriff's Office for overtime costs related to Safety Belt Enforcement operations. The Clackamas County Sheriff's Office joins law enforcement agencies throughout Oregon conducting these operations during pre-determined dates established by the Oregon Department of Transportation, Public Safety Division. Overtime enforcement under this grant will focus primarily on maintaining and increasing public compliance with Oregon motor vehicle safety restraint laws and secondarily on other local traffic safety priority issues. The award period is on a federal fiscal year from 10/01/2020 – 09/30/2021.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners signs and approves this grant agreement between the Clackamas County Sheriff's Office and the Oregon Department of Transportation.

Respectfully submitted,

for   
Angela Brandenburg,  
Sheriff

**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Division Grant Agreement  
(Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and Clackamas County Sheriff's Office, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2020, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2020** through and including **September 30, 2021** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$15,000** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and

may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval.** [RESERVED].

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**d. Conditions Precedent to Reimbursement.**

ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and  
(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA)

and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing

Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee shall provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.).

Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements



of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The

report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

iii. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.**

Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the

State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) 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 Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) 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 Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **10. Records Maintenance and Retention.**

### **a. Records, Access to Records and Facilities.**

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and

examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

## **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;
- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and



(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000); and

(v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively

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

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or

(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

(i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;

(ii) Grantee fails to cure any performance as provided in Section 12.c;

(iii) Grantee fails to perform any other obligation required under this Agreement; or

(iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;

(ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as

provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the



State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address  
listed on page 1 of this Agreement.

Attn: Project Director: As listed |  
on page 1 of this Agreement.

ODOT  
ODOT Contact: Kelly Mason

**g. 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 Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit**

**C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**j. Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, 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 or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.

The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON acting by and through its Department of Transportation**

Signature: \_\_\_\_\_

Highway Safety Section-Manager, ODOT-TSD

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

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

\_\_\_\_\_

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

s/ Sam Zeigler per email dated 7/09/2020

Sam Zeigler, Assistant Attorney General

**GRANTEE: Project Director:**

Signature: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

\_\_\_\_\_

**GRANTEE: Authorizing Official:**

Signature: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

Tootie Smith, Chair

**GRANTEE: Designated Alternate:**

Signature: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT A**

**[INSERT PROJECT SUMMARY REPORT AND NEGOTIATED GRANT PROJECT APPLICATION]**



**OREGON DEPARTMENT OF TRANSPORTATION**  
**Transportation Safety Division**

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**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* M1HVE-21-46-03 222

*Project Name:* Clackamas CSO Safety Belt Overtime Enforcement

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

**I. Project Description**

The Clackamas County Sheriff's Office will conduct safety belt overtime traffic enforcement during the blitz periods established by ODOT Transportation Safety Division, and as funds allow at other times when additional traffic enforcement coverage is deemed appropriate by the Police Department based on local data. Overtime traffic enforcement under this grant will focus primarily on maintaining and increasing public compliance with Oregon motor vehicle safety restraint laws and secondarily on other local traffic safety priority issues. The Department will notify their community of their planned participation in the blitz periods and their results (news media, social media, agency webpage or other.)

**II. Problem Statement**

- A. Describe the problem(s) this project will try to impact:  
*(Describe the problem(s) you intend to impact with this grant.)*

The primary purpose of this project is to maintain or increase local compliance with motor vehicle safety restraint laws. The most recent 100-car survey done in our community was performed in October 2018 and revealed a local belt use rate of 90%.

Activities include officer overtime for traffic and educational activities that facilitate compliance with Oregon motor vehicle restraint laws, including participation in three, two-week high-visibility enforcement "blitzes". Expenses to undergo initial child passenger safety certification training may also be covered (certification fee & lodging/travel/meals per diem).

- B. Provide summary data about the problem(s):  
(Give summary data regarding the problem as it exists in your jurisdiction.)

**Non-Use of Restraints:** According to the 2019 Oregon statewide observed use survey, 4.3% of front seat MV occupants do not routinely use restraints. During 2018, crash reports (FARS) indicate 26.2% of motor vehicle occupant fatalities were unrestrained.

**Improper Use of Safety Belts:** Oregon law requires "proper" use of safety belt and child restraint systems. Some adult occupants inadvertently compromise the effectiveness of their belt systems and put themselves or other occupants at severe risk of unnecessary injury by using safety belts improperly. This is most often accomplished by placing the shoulder belt under the arm or behind the back, securing more than one passenger in a single belt system, or using only the automatic shoulder portion of a two-part belt system (where the lap belt portion is manual).

**Improper Use of Child Restraint Systems:** Motor vehicle crashes remain a leading cause of death for children. Nationally, a total of 880 children younger than 13 died in motor vehicle crashes in 2018; more than 70 percent of these deaths were children riding in passenger vehicles, according to the Insurance Institute for Highway Safety (IIHS). Proper restraint use can help significantly reduce these deaths. Although the majority of children ride restrained, 193 children killed in crashes in 2018 were unrestrained, where others were improperly restrained, (IIHS). Drivers are also confused by frequently changing state laws, national "best practice" recommendations, and constantly evolving child seat technology.

**Premature Graduation of Children to Adult Belt Systems:** Crash data from 2018 indicates that of the 1,832 injured children under age twelve, 10.2 percent were reported not using a child restraint system. Although Oregon law requires use of child restraints to age eight or four feet nine inches in height, Safe Kids Worldwide indicates many children will be eight to twelve years of age before they meet this height requirement and can fit properly in an adult belt system.

- C. List current activities and associated agencies already involved in solving the problem(s):  
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

During 2020, forty-five local police departments (46 in 2019), thirteen Sheriff's Offices (19 in 2019), and Oregon State Police participated in ODOT Transportation Safety Division's safety belt overtime enforcement program. These agencies enforce restraint laws as a matter of routine when working traffic. However, smaller departments often do not have sufficient resources to adequately address identified

traffic safety concerns so rely heavily on ODOT's federal overtime funding support to address local traffic safety issues.

**III. Objectives**

*(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.*

**The following are examples:**

*"To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys."*

*"To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004."*

*"To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004."*

*"To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location."*

	<b>Start Date</b>	<b>End Date</b>	<b>Objective</b>
1.	10/01/2020	9/30/2021	Maintain or increase local compliance with Oregon safety restraint laws through enforcement and community education.
2.	10/01/2020	9/30/2021	Conduct overtime enforcement during blitz periods established by ODOT Transportation Safety Division to complement national Click It or Ticket and National Child Passenger Safety Week campaigns and at other times deemed appropriate by the local Police Department.
3.	10/01/2020	9/30/2021	Conduct other overtime enforcement and/or education activities described in the agency's Notice of Opportunity, as grant funds allow.
4.	10/01/2020	9/30/2021	Coordinate with other local law enforcement agencies for HVE events.



**IV. Proposed Activities**

**A. Major Activities**

*(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)*

	<b>Start Date</b>	<b>End Date</b>	<b>Activity</b>
1.	11/16/2020	11/29/2020	Conduct overtime enforcement during November 16 - November 29 to complement the 2020 nationwide "Click It or Ticket" mobilization.
2.	2/01/2021	2/14/2021	Conduct overtime enforcement during February 1 - February 14 blitz with focus on Belts and Child Restraints.
3.	5/17/2021	5/30/2021	Conduct overtime enforcement during May 17 - May 30 blitz and emphasize Nighttime/daytime Belt Use - to complement nationwide the 2021 "Click It or Ticket" mobilization.
4.	8/23/2021	9/05/2021	Conduct overtime enforcement during August 23 - September 5 blitz and emphasize Child Seats/Fitting Station Referrals, to complement National Child Passenger Safety Week.
5.	1/15/2021	9/30/2021	Notify community of planned participation in blitz periods and results (news media, social media, agency webpage or other.)
6.	10/01/2020	9/30/2021	Conduct overtime safety belt and child safety seat enforcement at other times when additional traffic enforcement coverage is deemed appropriate by the Police Department.
7.	9/01/2021	9/30/2021	Conduct end-of-year 100 - car survey of driver safety belt usage for comparison to beginning of year.
8.	10/01/2020	9/30/2021	Record and summarize officer overtime enforcement activity including hours worked, number & type of enforcement contacts made on overtime and match, and education/media activity in Badge Data.
9.	10/01/2020	9/30/2021	Prepare and submit claims for reimbursement of overtime and match time in Badge Data, <b>using actual officer OT rates and actual ST rates for match</b> , on a monthly or quarterly basis with electronic copies of completed officer overtime activity reports and Department overtime summary reports for the period of requested overtime reimbursement.

Plans for sharing the project activities with others:

Officer and Department enforcement activity will be summarized and submitted to ODOT Transportation Safety Division along with Claims for Reimbursement on a monthly or quarterly basis in Badge Data. Partnerships will be pursued with other local law enforcement agencies, media, injury prevention organizations, and advocates.

B. Coordination

*(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)*

Is coordination with outside agencies or groups required? If **yes**, check here:

**1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:**

Name/role of groups and agencies involved:

Department will coordinate blitz enforcement and media activities, as practical, with area OSP, Sheriff's Offices, and other police departments.

2) Fill this if you did not check the box above:

Ability to complete the project independently:

C. Continuation

Plans to continue the project activities after funding ceases:

N/A

V. Evaluation Plan

A. Evaluation Questions

*(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)*



<b>Evaluation Question</b>	
1.	Did the Department participate in the required enforcement in the grant year? Describe how the Department used overtime for traffic enforcement conducted outside of established blitz periods, if any.
2.	Briefly summarize how the Department used overtime, if any, for traffic safety educational activities.
3.	How did the Department notify the community of participation in the blitz periods? Attach examples or sample.
4.	How many contacts did the Department make during the year specifically for suspected safety belt or child restraint violations?
5.	Did the local safety belt use rate increase during the year, as evidenced by the 100-car survey at beginning and end of the grant year? What was that rate?
6.	Did the Department reach out to other law enforcement agencies to coordinate HVE events?

**B. Data Requirements**

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

2. Data System

Describe how the data will be collected, stored, and tabulated:

TSD will provide required 100-car survey forms and grantee agencies will report required grant activities through the Badge Data online system.

**C. Evaluation Design**

Describe how the data will be analyzed:

100-car survey results will be compared from start of grant year (time of application) to end of grant year (following last of four blitzes).

**D. Project Evaluation Preparation**

A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances.

**VI. Grant Project Budget Summary**

**A. List of major budget items:**

Staff (overtime) & match (straight time, other).

B. Budget Allotment

The agency named in this document hereby applies for \$15,000.00 in Transportation Safety funds to be matched with \$3,750.00 in funds from source Straight time seat belt enforcement to carry out a traffic safety project described in this document.

**VII. Budget and Cost Sharing**

**(Complete Form 737-1003 Budget and Cost Sharing.** You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

**VIII. Exhibits**

A. Exhibit A: Notice of Opportunity for Safety Belt Overtime Grant FFY 2021

B. Exhibit B: Job Descriptions  
*Not required.*

C. Exhibit C: Contracts or Service Agreements  
*(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSD to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)*

**IX. Agreements and Assurances**

*(READ, sign and attach to the grant project application.)*

**X. Approval Signatures**

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized.

**The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name\*: Clackamas County Sheriff's Office  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

**EXHIBIT B  
BUDGET AND COST SHARING**

**[Insert or attach budget from negotiated Project Application]**

**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project No.: M1HVE-21-46-03 222  
 Project Name: Clackamas CSO Safety Belt Overtime Enforcement  
 Agency: Clackamas County Sheriff's Office

Project Period: 10/01/20 - 09/30/21  
 (From) (To)

(Office Use Only)

Grant Adjustment #: 0  
 Grant Adjust. Effective Date: \_\_\_\_\_  
 Project Yr. (1-2-3, Ongoing): \_\_\_\_\_

This form should include all budget information. If additional information is required for clarity, please include on a separate page referencing appropriate budget item.

**1. Personnel Costs\***

A. Staff assigned and estimated hours:	Hours	Rate	Total Cost
Straight Time Match	58.48 @ \$	64.12 /hr = \$	3,749.74
Calc. Adjustment	1.00 @ \$	0.26 /hr = \$	0.26
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
<b>Staff Subtotal</b>			<b>\$ 3,750.00</b>

B. Overtime	Hours	Rate	Total Cost
Overtime Enforcement	173.29 @ \$	86.56 /hr = \$	14,999.98
Calc. Adjustment	1.00 @ \$	0.02 /hr = \$	0.02
<b>Overtime Subtotal</b>			<b>\$ 15,000.00</b>

C. Volunteer Time	Hours	Rate	Total Cost
	0.00 @ \$	- /hr = \$	-
	0.00 @ \$	- /hr = \$	-
<b>Volunteer Subtotal</b>			<b>\$ -</b>

**2. Personnel Benefits**

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
<b>Benefits Subtotal</b>			<b>\$ -</b>

**3. Equipment**

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
C.	\$ - @	0 =	\$ -
D.	\$ - @	0 =	\$ -
<b>Equipment Subtotal</b>			<b>\$ -</b>

**4. Materials/Printing**

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
C.	\$ - @	0 =	\$ -
<b>Materials Subtotal</b>			<b>\$ -</b>

**5. Overhead/Indirect Costs**

A.	Unit Cost	# of Units	Total Cost
	\$ - @	0 =	\$ -
B.	\$ - @	0 =	\$ -
<b>Overhead Subtotal</b>			<b>\$ -</b>

TSD FUNDS	MATCH	TOTAL
\$0.00	\$3,750.00	\$3,750.00
\$15,000.00	\$0.00	\$15,000.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00

**EXHIBIT B ODOT GRANT BUDGET AND COST SHARING**

Project Number: Clackamas CSO Safety Belt C

<b>6. Other Project Costs</b>				
<b>A. Travel In-State</b>	<b>Unit Cost</b>	<b># of Units</b>	<b>Total Cost</b>	
	\$ - @	0 =	\$ -	
<b>B. Travel Out-of-State (specify)***:</b>				
	\$ - @	0 =	\$ -	
<b>C. Office Expenses (supplies, photocopy, telephone, postage)</b>				
	\$ - @	0 =	\$ -	
<b>D. Other Costs (specify):</b>				
1.)	\$ - @	0 =	\$ -	
2.)	\$ - @	0 =	\$ -	
3.)	\$ - @	0 =	\$ -	
4.)	\$ - @	0 =	\$ -	
5.)	\$ - @	0 =	\$ -	
<b>Other Project Costs Subtotal</b>			<b>\$ -</b>	

<b>7. Consultation/Contractual Services **</b>				
<b>A.</b>	<b>Unit Cost</b>	<b># of Units</b>	<b>Total Cost</b>	
	\$ - @	0 =	\$ -	
<b>B.</b>	\$ - @	0 =	\$ -	
<b>Consultation/Contractual Services Total</b>			<b>\$ -</b>	

<b>8. Mini-Grants ***</b>				
		<b>TSD</b>		<b>Match</b>
<b>A.</b>	\$ -	-	\$ -	-
<b>B.</b>	\$ -	-	\$ -	-
<b>C.</b>	\$ -	-	\$ -	-
<b>D.</b>	\$ -	-	\$ -	-
<b>E.</b>	\$ -	-	\$ -	-
<b>F.</b>	\$ -	-	\$ -	-
<b>G.</b>	\$ -	-	\$ -	-
<b>H.</b>	\$ -	-	\$ -	-
<b>Mini-Grants Subtotals</b>		<b>\$ -</b>	<b>\$ -</b>	<b>-</b>

**TOTAL**

**COST SHARING BREAKDOWN**

<b>1. TSD Funds</b>	\$ 15,000.00	80%
<b>2. Match: State</b>		
<b>3. Match: Local</b>	\$ 3,750.00	20%
<b>4. Match: Other (specify)</b>		
a.)		
b.)		
c.)		
<b>5. TOTAL COSTS</b>	<b>\$ 18,750.00</b>	<b>100%</b>

TSD FUNDS	MATCH	TOTAL
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$15,000.00	\$3,750.00	\$18,750.00

Budget Comments:

\* Job descriptions for all positions assigned to grant for 500 hours or more must be included in Exhibit B.  
 \*\* TSD approval required prior to expenditures.

**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, 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.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this 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 Grantee 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 Grantee 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 ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee 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).

**6. Audits.**

a. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

c. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed



by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee 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 Project Work Product, 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 contract under a grant or subgrant; and  
(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:  
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
  - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
  - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.



**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.** Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

**a.** 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;

**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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

**c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

**a.** By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**b.** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**d.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**e.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all

solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**EXHIBIT D**  
**INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas County Sheriff's Office
2. Subrecipient unique entity identifier (e.g. DUNS number): 08-196-6004
3. Federal Award Identification Number (FAIN): 69A3752030000405BORH
4. Federal Award Date: 10/01/2020
5. Sub-award Period of Performance Start and End Date: From 10/01/2020 to 09/30/2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$15,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$35,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$35,000
9. Federal award project description: The Clackamas County Sheriff's Office will conduct safety belt overtime traffic enforcement during the blitz periods established by ODOT Transportation Safety Division, and as funds allow at other times when additional traffic enforcement coverage is deemed appropriate by the Police Department based on local data. Overtime traffic enforcement under this grant will focus primarily on maintaining and increasing public compliance with Oregon motor vehicle safety restraint laws and secondarily on other local traffic safety priority issues.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Division
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.616  
Amount: \$15,000
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

**Vendor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable



## RACIAL AND ETHNIC IMPACT STATEMENT

This form is used for informational purposes only and must be included with the grant application.

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

\_\_\_\_\_  
Signature

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

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

<sup>1</sup> "Minority persons" are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

B. Project Director

First Name: Sean Last Name: Collinson  
Title: Sergeant Email: seancol@co.clackamas.or.us  
Phone: (503)655-8211 Fax:  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

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

C. Designated Alternate

First Name: Richard Last Name: Sheldon  
Title: Lt. Email: rsheldon@co.clackamas.or.us  
Phone: (503)557-5872 Fax:  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

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

D. Authorizing Official of Agency Completing Application

First Name: Angela Last Name: Brandenburg  
Title: County Sheriff Email: angiebran@co.clackamas.or.us  
Phone: (503) 655-8220 Fax: (503) 353-8060  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

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

\*If someone in your agency *may* be submitting information (hitting the "submit" button) in Badge Data, please include their information below so that they can be added to the grant and provided login information for Badge Data.

E. Other

First Name:	<u>Shara</u>	Last Name:	<u>Van Meter</u>
Title:	<u>Crime Analysis</u>	Email:	<u>sharavan@co.clackamas.or.us</u>
Phone:	<u>(503)557-5829</u>	Fax:	<u></u>
Street Address:	<u>2223 Kaen Rd</u>		
City:	<u>Oregon City</u>		
State:	<u>OR</u>		
Zip:	<u>97045</u>		

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

\*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation  
Transportation Safety Division  
4040 Fairview Industrial Drive SE  
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.



# Clackamas County Sheriff's Office

**ANGELA BRANDENBURG**  
Sheriff

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Request by the Clackamas County Sheriff's Office (CCSO) to Accept a Grant from Oregon Department of Transportation for Reimbursement of Overtime Activities Related to Speed Enforcement

<b>Purpose/Outcome</b>	Funds received by the Oregon Department of Transportation, Public Safety Division will reimburse the Sheriff's Office for FFY 2020-21 overtime expenditures related to Speed Enforcement activities
<b>Dollar Amount and Fiscal Impact</b>	The total grant award amount is \$20,000
<b>Funding Source</b>	The funds come to the County via the grant award from the Oregon Department of Transportation. The originating fund source is the National Highway Traffic Safety Administration (NHTSA) and/or the Federal Highway Administration (FHWA)
<b>Safety Impact</b>	Furtheres the Board of County Commissioners' strategic priority of ensuring safe, healthy and secure communities
<b>Duration</b>	The project period is 10/01/2020 – 09/30/2021
<b>Previous Board Action/Review</b>	The Board of County Commissioners has approved prior awards granted for this purpose
<b>Counsel Review</b>	1. <i>Date of Counsel review:</i> 02/03/2021 2. <i>Initials of County Counsel performing review:</i> AN
<b>Procurement Review</b>	1. <i>Was the item processed through Procurement?</i> yes <input type="checkbox"/> no <input type="checkbox"/> Not applicable 2. <i>If no, provide brief explanation:</i> Not applicable
<b>Contact Person</b>	Sergeant Sean Collinson, <a href="mailto:seacol@clackamas.us">seacol@clackamas.us</a>
<b>Contract No.</b>	SE-21-35-05 LLL

**BACKGROUND:**

Funds awarded via this grant reimburse the Sheriff's Office for overtime costs related to Speed Enforcement operations. Under this grant, the Clackamas County Sheriff's Office will focus on enforcement of speed laws in statistically identified problem areas. The award period is on a federal fiscal year from 10/01/2020 – 09/30/2021.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners signs and approves this grant agreement between the Clackamas County Sheriff's Office and the Oregon Department of Transportation.

Respectfully submitted,

for

Angela Brandenburg,  
Sheriff



**OREGON DEPARTMENT OF TRANSPORTATION**  
Transportation Safety Division Grant Agreement  
(Federal Funded only)

This Transportation Safety Division Grant Agreement ("Agreement") is made by the State of Oregon, acting by and through its Department of Transportation, Transportation Safety Division hereinafter referred to as ODOT or Agency, and Clackamas County Sheriff's Office, hereinafter referred to as Grantee or Subrecipient, and collectively referred to as the Parties (the "Project").

**Agreement Terms and Conditions**

**1. Effective Date.** This Agreement is effective on the date that it is fully executed and approved as required by applicable law or October 1, 2020, whichever is later (the "Effective Date"). Reimbursements will be made for Project Costs incurred on or after **October 1, 2020** through and including **September 30, 2021** (the "Grant Period"). No Grant Funds are available for expenditures incurred after the Grant Period.

**2. Agreement Documents.** This Agreement includes the following documents, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit C - SUMMARY OF FEDERAL REQUIREMENTS.  
The Agreement Terms and Conditions set forth herein  
Exhibit A Project Description  
Exhibit B ODOT Grant Budget and Cost Sharing  
Exhibit D - INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1).

All of the Exhibits attached hereto are incorporated herein by this reference.

**3. Grant Award.** In accordance with this Agreement, Agency shall provide Grantee an amount not to exceed **\$20,000** (the "Grant Funds") for eligible costs of the Project.

**4. Project.**

**a. Description.** The Grant Funds shall be used solely for the activities described in Exhibit A (the "Project") and may not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Agency pursuant to **Section 5c** hereof. Grantee shall implement and complete the Project in accordance with Exhibit A.

**b. Project Change Procedures.** Any proposed changes in the scope of the Project, the Project objectives, key Project personnel, time period, or Budget must be requested in writing and approved by Agency. Grantee shall not perform any Project changes without a Grant Adjustment Form, submitted in the form provided by ODOT, and signed by Agency and Grantee. Any extension of the time period for completion or performance of the Project must be requested at least six weeks prior to the end of the stated time period and

may need approval of the funding agency (identified in **Section 8** of this Agreement) if the end of the grant award year is involved.

**c. Conditions of Project Approval.** [RESERVED].

**5. Grant Funds.**

**a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project activities described in Exhibit A in accord with the ODOT Grant Budget and Cost Sharing set forth in Exhibit B (the "Budget"). Grantee agrees to use its best efforts to fully expend the Grant Funds for their stated purposes within the Grant Period, after which time all unspent award funds are no longer available for the project beyond the end of the Grant Period.

**b. Eligible Project Costs.** The Grant Funds may be used only for Grantee's actual Project costs to the extent those costs are (a) reasonable, necessary and directly used for the Project; and (b) eligible or permitted uses of the Grant Funds under, as applicable, federal and State law and this Agreement and are (c) not excluded from reimbursement or payment as a result of any later financial review or audit ("Eligible Project Costs"). Eligible Project Costs do not include any expenditures incurred outside of the Grant Period.

**c. Reimbursement.** ODOT will disburse the Grant Funds only as reimbursement for Eligible Project Costs paid by Grantee and upon receipt and approval of Grantee's Quarterly Reports and Claims for Reimbursement (along with any required supplementary documents like Residual Value Agreement form, receipts indicating proof of purchase, etc.) submitted in accord with **Section 6** of this Agreement. Grantee will be reimbursed only for Eligible Project Costs incurred by Grantee after the date set forth in the "Authorization to Proceed" for the Project provided to Grantee by Agency. Grant Funds shall not be used for Project activities previously carried out with the Grantee's own resources with no declared intent to be reimbursed under this Agreement (supplanting). Income earned through services conducted through the Project should be used to offset the cost of the Project and be included in the Budget.

**d. Conditions Precedent to Reimbursement.** ODOT's obligation to disburse Grant Funds to Grantee is subject to the conditions precedent that:

(i) ODOT has received funding (including federal funds), appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the reimbursement;

(ii) Grantee is in compliance with the terms of this Agreement and no Grantee Default under **Section 13** of this Agreement has occurred or is occurring; and  
(iii) ODOT has received and approved the reports and Claims for Reimbursement submitted by Grantee.

**e. Availability of Federal Funds.** The federal funds committed under this Agreement are subject to the continuation of funds made available to Agency by the National Highway Traffic Safety Administration (NHTSA)

and the Federal Highway Administration (FHWA) (each or collectively the "Federal Funding Agency") by statute or administrative action.

**6. Project Reporting and Management.** Grantee's Project Director (described below) shall be responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the Project.

**a. Project Director Responsibilities.** The Project Director shall:

(i) **Accounting.** Establish or use an accounting system that conforms to general accepted accounting principles, as described in **Section 10a** of this Agreement, and ensure that source documents are developed which will reliably account for the Grant Funds expended, any required match provided, and any grant project income.

(ii) **Personnel.** Maintain copies of job descriptions and resumes of persons hired for all Project-related positions which are funded at 0.25 FTE or more.

(iii) **Hours Worked.** Maintain records showing actual hours utilized in Project-related activities by all Grant Funded personnel and by all other staff personnel or volunteers whose time is used as in-kind match.

(iv) **Quarterly Reports.** Complete a quarterly highway safety project report ("Quarterly Report"). Each Quarterly Report must be signed by the Project Director or the Designated Alternate and submitted to Agency by the tenth day of the month following the close of each calendar quarter for the duration of the Grant Period. The "Project Director" is the person responsible for implementing this Agreement and establishing and maintaining procedures that will ensure the effective administration of the project objectives. The "Designated Alternate" is an individual who is given the authority to sign Quarterly Reports for the Project Director, in the event he/she is unable to sign due to circumstances beyond his/her control.

(v) **Reimbursement Claims.** Submit a Claim for Reimbursement within 35 days of the end of the calendar quarter in which expenses were incurred (submit claims no more than monthly), using the form provided by Agency as follows:

(A) Residual Value Agreement form, and invoices and/or receipts indicating proof of purchase. Copies of ODOT's pre-approval, invoices and/or receipts for all specified items must be submitted to Agency upon request with the Claim for Reimbursement.

(B) Claims for Reimbursement may be submitted as often as monthly but must be submitted at least quarterly; and

(C) Claims for Reimbursement must be signed (or electronically 'signed/approved', if applicable) by the Project Director or the Designated Alternate (Agency will not accept duplicated signatures).

**b. Travel.** Grantee shall keep a record of all significant travel. Agency will provide reimbursement without pre-approval only for in-state travel by persons employed by Grantee in Project-related activities. All out-of-state or other travel must be pre-approved by Agency. Grantee must adhere to the State's travel policy, such as utilizing

Government Services Administration (GSA) travel reimbursement rates. To receive approval or reimbursement, the trip must be detailed on the Budget or requested in a grant adjustment as described under Project Change Procedures. All travel outside the Grantee's jurisdiction should be summarized on the Quarterly Reports.

**c. Development of Print or Production Materials.**

(i) **Agency Rights.** Grantee shall provide Agency with draft copies of all outreach, media, and/or educational materials to be developed using Grant Funds, and prior to production (regardless of medium: print, broadcast, radio, etc.). Agency may suggest revisions and must pre-approve production of any materials developed using Grant Funds. All brochures; course, workshop and conference announcements; and other materials that are developed and/or printed using Grant Funds shall include a statement crediting Agency. Materials produced through the Project shall be provided to Agency for its use and distribution and may not be sold for profit by either the Grantee or any other party. Every invention, discovery, work or authorship, trade secret or other tangible or intangible item that Grantee is required to deliver to Agency under this Agreement and all intellectual property rights therein ("Work Product"), including derivative works and compilations shall be the property of Agency; any original work of authorship created by Grantee under this Agreement is "work made for hire" of which Agency is the author. Grantee hereby irrevocably assigns to Agency any and all rights, title, and interest in all original Work Product created by Grantee under this Agreement. Upon Agency's reasonable request, Grantee shall execute such further documents and instruments necessary to fully vest such rights in Agency. Grantee forever waives any and all rights relating to Work Product created by Grantee under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(ii) **Grantee Rights.** If the Work Product created by Grantee under this Agreement is a derivative work based on Grantee Intellectual Property, or is a compilation that includes Grantee Intellectual Property, Grantee hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Grantee intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iii) **Third Party Rights.** If the Work Product created by Grantee under this Agreement is third party intellectual property or a derivative work based on third party intellectual property, Grantee shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the third party intellectual property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

(iv) **Other State/Federal Rights.** The rights granted or reserved under this section are subject to any requirements



of the Federal or State Funding Agency, including those set forth in Exhibit C of this Agreement. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Grantee shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

**d. Equipment Purchased with Grant Funds.**

(i) **Residual Value Agreement.** If Grant Funds are used in whole or in part to acquire any single item of equipment costing \$5,000 or more (which acquisition is only upon ODOT's pre-approval), Grantee shall complete and submit to Agency an equipment inventory that lists such items and includes Agency's rules governing the removal or release of such items from Grantee's inventory (a "Residual Value Agreement"), in the form provided by Agency. Agency may, at its discretion, require Grantee to execute a Residual Value Agreement for equipment costing less than \$5,000 in order to track the tangible equipment purchased with Grant Funds. A copy of the original vendor's invoice indicating quantity, description, manufacturer's identification number and cost of each item will be attached to the signed agreement. All equipment should be identified with the Grantee's property identification number.

(ii) **Federal Requirements.** Grantee shall comply with all applicable federal requirements related to the purchase of equipment with Grant Funds, including but not limited to any "Buy America," ownership and disposition requirements set forth in Exhibit C.

**e. Costs and Expenses Related to Employment of Individuals; Insurance; Workers' Compensation.**

Grantee is responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholding. In addition, Grantee's subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 and shall provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub-recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

**7. Final Report.** Grantee must prepare a Project Director's Final Evaluation Report ("Final Report") in accordance with the Evaluation Plan described in Exhibit A and in the form provided by Agency to Grantee. This report is separate and distinct from the required fourth Quarterly Report; this Final Report must cover the entire grant year. The Final Report must be submitted within 35 days following the last day of the Grant Period. The

report may be no more than ten pages and must include the following elements:

**a. Objective and Activities.** A summary of the Project including problems addressed, objectives, major activities and accomplishments as they relate to the objectives;

**b. Costs.** A summary of the costs of the Project including the amount of Grant Funds and amounts paid by Grantee, other agencies and private sources. The amount of volunteer time should be identified;

**c. Implementation.** Discussion of implementation process so that other agencies implementing similar projects can learn from Grantee's experiences; including descriptions of what went as planned, what didn't work as expected, what important elements made the Project successful or as successful as expected;

**d. Evaluation.** Respond to each of the evaluation questions set forth in Exhibit A, including completing and referencing the Data Table (as applicable);

**e. Completed Data Table.** Complete the Data Table (as applicable) by inserting the information in the format required in Exhibit A.

**8. Recovery of Grant Funds.**

**a. Recovery of Grant Funds.** Any Grant Funds disbursed to Grantee under this Agreement that are expended in violation of one or more of the provisions of this Agreement, including any Grant Funds used for ineligible or unauthorized expenditures as determined by a state or federal review for which Grant Funds have been claimed and payment received, ("Misexpended Funds") must be returned to Agency. Grantee shall return all Misexpended Funds to Agency no later than fifteen (15) days after ODOT's written demand.

**b. Audit.**

i. Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

ii. If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

iii. Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**9. General Representation and Warranties of Grantee.** Grantee represents and warrants to ODOT as follows:

**a. Organization and Authority.** Grantee is duly organized and validly existing under the laws of the

State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement:

- (i) have been duly authorized by all necessary action of Grantee;
- (ii) 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 Grantee's, as applicable, governing laws or Articles of Incorporation or Bylaws,
- (iii) 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 Grantee is a party or by which Grantee or any of its properties may be bound or affected, and
- (iv) no further 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 Grantee of this Agreement.

**b. Binding Obligation.** This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms subject to, if applicable, the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**c. No Gratuities.** Grantee's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

The warranties set in this **Section 9** are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

#### **10. Records Maintenance and Retention.**

**a. Records, Access to Records and Facilities.** Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with, as applicable, all generally accepted accounting principles, generally accepted governmental auditing standards, and minimum standards for audits of non-profit organizations. Grantee shall ensure that each of its sub-recipients and subcontractors, if any, complies with these requirements. Agency, the Secretary of State of Oregon (Secretary), the federal government (including the Federal Funding Agency or the Comptroller General of the United States), and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and

examinations and may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Nothing herein is meant to be or will be interpreted to be a waiver of any protection against disclosure of records or communication otherwise provided by law, including protection provided by attorney-client privilege or the attorney work product doctrine.

**b. Retention of Records.** Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project (including all records required under 49 CFR Part 18.42) until the date that is the later of: (i) any date required under 49 CFR Part 18.42 or (ii) six (6) years following the expiration of the Grant Period.

**c. Expenditure Records.** Grantee shall document the expenditure of all Grant Funds reimbursed by ODOT under this Agreement. Grantee shall create and maintain all expenditure records in sufficient detail to permit Agency to verify how the Grant Funds were expended. This Section 10 shall survive any expiration or termination of this Agreement.

#### **11. Sub-agreements.**

**a. Subcontractors.** Performance of this Agreement shall not be subcontracted in whole or in part, except with the written consent of Agency. If applicable, Grantee shall not assign this Agreement or the Project described herein, either in whole or in part, or otherwise attempt to convey any right, privilege, duty or obligation hereunder, without the prior written consent of Agency.

**b. Terms of Subcontracts.** Any contracts or other service agreements that are entered into by the Grantee as part of the Project shall be reviewed and approved by Agency to determine whether the work to be accomplished is consistent with the objectives and funding criteria of the Project. Grantee shall ensure that any subcontractors adhere to applicable requirements established for the Grant Funds and that any subcontracts include provisions for the following:

- (i) Administrative, contractual, or legal remedies in instances where subcontractors violate or breach sub contract terms, and provide for such sanctions and penalties as may be appropriate;
- (ii) Access by the Grantee, the state, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to that specific subcontract, for the purpose of making audit, examination, excerpts, and transcriptions. Subcontractors shall maintain all required records for six years after Grantee makes final payments and all other pending matters are closed;
- (iii) Notice of Agency's requirements and regulations pertaining to reporting, requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such subcontract, and requirements and regulations pertaining to copyrights and rights in data; and



(iv) Any additional requirements imposed by federal law and set forth in **Exhibit C**, including without limitation, sections 1 (Miscellaneous Federal Provisions), 2 (Equal Employment Opportunity), 3 (Clean Air, Water and EPA), 4 (Other Environmental Standards), 5 (Energy Efficiency), 6 (Audits), 7 (Intellectual Property Rights), 8 (Super Circular), 9 (Whistleblower), 10 (Nondiscrimination), 11 (Buy America), 12 (Prohibits Helmet Use Survey/Checkpoints), 13 (Political Activity), 14 (Federal Lobbying), 15 (State Lobbying), and 16 (Debarment).

**c. Conditional Terms.** Where applicable, subcontracts shall include the following provisions:

- (i) Termination for cause and for convenience by the Grantee including the manner by which it will be effected and the basis for the settlement (subcontracts in excess of \$10,000);
- (ii) Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and supplemented in Dept. of Labor regulations (41 CFR Part 60) (subcontracts in excess of \$10,000);
- (iii) Compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor regulations (29 CFR Part 5) (subcontracts in excess of \$2,500);
- (iv) Bidders, proposers, and applicants must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project by any federal agency or department (subcontracts in excess of \$25,000); and

(v) Any additional terms required by federal law and set forth in Exhibit C.

**d. Subcontractor Indemnity/Insurance.**

(i) **Indemnity.** Grantee's subcontract(s) shall require the other party to such subcontract(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Grantee's subcontract or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Grantee's subcontract(s) from and against any and all Claims. Any such indemnification shall also provide that neither Grantee's subrecipient(s), contractor(s) nor subcontractor(s) (collectively

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

(ii) **Insurance.** Grantee may require the other party, or parties, to each of its subcontracts that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts typically provided for projects of the Project's nature. Any insurance obtained by the other party to Grantee's subagreements, if any, shall not relieve Grantee of the requirements of Section 11 of this Agreement. The other party to any subcontract with Grantee, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in **Section 6**.

## 12. Termination

**a. Termination by Agency.** Agency may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Agency in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal;
- (ii) Agency fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Agency and which under the provisions of this Agreement would have required the approval of Agency; or
- (vi) Grantee is in default under any provision of this Agreement.

**b. Termination by Grantee.** Grantee may terminate this Agreement effective upon delivery of written notice of termination to Agency, or at such later date as may be established by Grantee in such written notice, if:

(i) The requisite local funding or match, if any, to continue the Project becomes unavailable to Grantee; or

(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

(iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Grantee is no longer authorized to operate or to carry out the Project.

**c. Termination by Either Party.** If a Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten days' notice to the other Party or upon failure of the other Party to cure within any cure period provided in the notice.

### 13. Default.

**a. Grantee Default.** Any of the following constitutes a default by Grantee under this Agreement:

(i) Any false or misleading representation is made by or on behalf of Grantee or sub-grantee, in this Agreement or in any document provided by Grantee to Agency related to the Grant Funds or the Project;

(ii) Grantee fails to cure any performance as provided in Section 12.c;

(iii) Grantee fails to perform any other obligation required under this Agreement; or

(iv) If and to the extent allowed by law, Grantee initiates or consents to a proceeding or case, or a proceeding or case is commenced without the application or consent of Grantee, seeking: (A) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (C) similar relief in respect to Grantee under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive days, or an order for relief against Grantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency Default.** Agency will be in default under this Agreement if it fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement.

### 14. Remedies.

**a. Agency Remedies.** Upon any default, Agency may pursue any or all remedies in this Agreement and any other remedies available at law or in equity to enforce the performance of any obligation of Grantee. Remedies may include, but are not limited to:

(i) Terminating Agency's commitment and obligations under the Agreement as provided in **Section 12**;

(ii) Requiring repayment of the Grant Funds and all interest earned by Grantee on those Grant Funds as

provided in **Section 8**.

No remedy available to Agency is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Agreement will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

**b. Grantee Remedies.** In the event Agency defaults on any obligation in this Agreement, Grantee's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of Agency's obligations.

### 15. General Provisions.

**a. Indemnification and Hold Harmless.** Subject to the conditions and limitations of the Oregon Constitution, if any, and the Oregon Tort Claims Act (ORS 30.260 to 30.300), if applicable, Grantee shall indemnify, defend, save and hold harmless State of Oregon ("State") and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee, its officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Grantee from and against any and all Claims. Neither Grantee or any attorney engaged by Grantee may defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Grantee is prohibited from defending State or that Grantee is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Grantee if the State elects to assume its own defense.

**b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

**d. Duplicate Payment.** Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the

State of Oregon or the United States of America or any other party, organization or individual.

**e. No Third Party Beneficiaries.** Agency and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

**f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing the same, postage prepaid, to Grantee Project Director or Agency Contact at the address or number set forth below or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Agency, such facsimile transmission must be confirmed by telephone notice to Agency Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received. Notices shall be directed to:

Grantee – to the name and address  
listed on page 1 of this Agreement.

Attn: Project Director: As listed |  
on page 1 of this Agreement.

ODOT  
ODOT Contact: Kristin Twenge

**g. 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 Agency (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon 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. *Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.*

**h. Compliance with Law.** Grantee shall comply with all applicable federal (including those set forth in **Exhibit**

**C**), state, and local laws, regulations, executive orders and ordinances applicable to the Project including, but not limited to, the provisions of ORS 319.020 and OAR 738 Divisions 124 and 125 where applicable by this Agreement, incorporated herein by reference and made a part of this Agreement.

**i. Independent Contractor.** Grantee shall perform the Project as an independent contractor and not as an agent or employee of Agency. Grantee has no right or authority to incur or create any obligation for or legally bind Agency in any way. Agency cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Agency, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

**j. Severability.** 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 this Agreement did not contain the particular term or provision held to be invalid.

**k. Counterparts.** This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

**l. Integration and Waiver.** This Agreement, and the attached Exhibits, 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 or consent under this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of Agency to enforce any provision of this Agreement shall not constitute a waiver by Agency of that or any other provision.



The Grantee, by its signature below, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**STATE OF OREGON acting by and through its  
Department of Transportation**

Signature: \_\_\_\_\_

Highway Safety Section-Manager, ODOT-TSD

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

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

\_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS  
291.047:**

\_\_\_\_\_  
s/ Sam Zeigler per email dated 7/09/2020

Sam Zeigler, Assistant Attorney General

**GRANTEE: Project Director:**

Signature: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

\_\_\_\_\_

**GRANTEE: Authorizing Official:**

Signature: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

**Tootie Smith, Chair**

\_\_\_\_\_

**GRANTEE: Designated Alternate:**

Signature: \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

\_\_\_\_\_



**EXHIBIT A**

**[INSERT PROJECT SUMMARY REPORT AND NEGOTIATED GRANT PROJECT APPLICATION]**



OREGON DEPARTMENT OF TRANSPORTATION  
Transportation Safety Division

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**EXHIBIT A**  
**GRANT PROJECT APPLICATION**

*Project No:* SE-21-35-05 LLL

*Project Name:* Clackamas CO SO Speed OT

Answer each question in the boxes provided. Answer each question completely and according to the instructions in *Italics*. All fields are required.

**I. Project Description**

A continuing priority for Clackamas County SO is enforcement of traffic violations including speed enforcement. Our goal is to reduce the number and severity of motor vehicle crashes on local roadways by increased traffic safety enforcement. Speeding drivers contribute significantly to property, injury and fatal crashes each year; speed was evident in 29% of all Oregon roadway fatalities in 2018. This grant will focus on enforcement of speed laws in statistically identified problem areas. Priority utilization deputies with knowledge of traffic laws and current knowledge of speed related "hot spots" such as traffic team members, motor officers etc. is encouraged. Deputies working the grant must be radar/lidar certified.

**II. Problem Statement**

- A. Describe the problem(s) this project will try to impact:  
*(Describe the problem(s) you intend to impact with this grant.)*

The overall need for focused and sustained traffic enforcement has not diminished.

In 2018, 29% of all traffic fatalities in Oregon involved speeding (146 of 502 traffic deaths). Data reflects excessive speed or driving too fast for present conditions as the number two contributing factor to fatal traffic crashes on Oregon roads in the year 2018.

- B. Provide summary data about the problem(s):  
(Give summary data regarding the problem as it exists in your jurisdiction.)

Our agency maintains speed enforcement as a top priority and places a strong emphasis on speed enforcement. Most driving complaints are centered around speeding and aggressive motorists, therefore, our agency remains active in speed enforcement.

- C. List current activities and associated agencies already involved in solving the problem(s):  
(Include all related activities and agencies involved. If you have a current project, list the objectives of that project and progress in achieving them.)

A strong emphasis is placed toward speed enforcement. This is done through routine patrol, special enforcement projects, and when possible, a joint effort directed toward speed enforcement that may include partnering with other state and local law enforcement agencies.

### III. Objectives

(Describe quantifiable products or outcomes that address those problems identified in Section II that should result from the proposed activities. Normally at least three very specific objectives should be given and each should include beginning and ending date.

**The following are examples:**

*"To increase safety belt usage in (funded jurisdiction) from 85% to 90% by September 30, 2004, with the use rate determined by conducting observed use surveys."*

*"To reduce nighttime fatal and injury crashes occurring in (funded jurisdiction) by 20% from 60, the average for the 1998-2001 period, to 48 during the 12-month period starting October 1, 2003, and ending September 30, 2004."*

*"To provide intensive probation supervision to a minimum of 30 additional persons convicted of DUII in (funded jurisdiction) by making at least three face-to-face contacts with each person weekly from October 1, 2003, through September 30, 2004."*

*"To complete an evaluation by July 1, 2004, to determine if using photo radar will lead to a significant reduction in fatal and injury traffic crashes in that location."*

	<b>Start Date</b>	<b>End Date</b>	<b>Objective</b>
1.	10/01/2020	9/30/2021	Decrease statewide fatalities in speed related crashes from the 2016-2018 moving average of 174 to 159 or lower by December 31, 2021.
2.	10/01/2020	9/30/2021	Increase patrols in the worst speed-related crash locations on local roadways and focus speed-enforcement efforts in those areas during the grant year based on most current data by priority utilization of deputies most familiar with problem areas and traffic laws, such as traffic team members, motor officers etc.  Report quarterly on the enforcement results for each of the selected roadways. Overtime enforcement will reflect this priority by having a goal of three citizen contacts per hour during overtime enforcement.
3.	10/01/2020	9/30/2021	Partner with media outlets on a case-by-case basis and when necessary to educate the public about speed related crash issues and saturations being conducted.
4.	10/01/2020	9/30/2021	Coordinate and/or participate in targeted law enforcement saturation patrols on identified problem roadways as resources allow.
5.	10/01/2020	9/30/2021	Goal of having a minimum of three citizen contacts per hour during overtime enforcement.

#### IV. Proposed Activities

##### A. Major Activities

*(List major activities to be carried out to achieve objectives stated in Section III above. List the start and end date for each activity, and include in your description what will be done, who will do it, and who will be affected.)*

	<b>Start Date</b>	<b>End Date</b>	<b>Activity</b>
1.	10/01/2020	9/30/2021	Schedule agency HVE OT enforcement events for/during the grant year; at locations that over-represent the speeding problem/crashes based on local data.
2.	10/01/2020	9/30/2021	Involve the media when appropriate to educate the public about the roadways being patrolled for speed enforcement.
3.	10/01/2020	9/30/2021	As needed, coordinate high visibility enforcement saturations with other LEA's.
4.	10/01/2020	9/30/2021	Maintain the goal of three citizen contacts per hour during overtime enforcement hours.

Plans for sharing the project activities with others:

Local LEA's for HVE events; Multi-Agency Traffic Teams (MATT).

B. Coordination

*(List the groups and agencies with which you will be cooperating to complete the activities of the project. Explain how you will be working together. In those projects not requiring the involvement of other agencies, a statement justifying the ability of the applicant to carry out the project independently should be included.)*

Is coordination with outside agencies or groups required? If **yes**, check here:

**1) If you checked the box above, please fill in the following. Otherwise skip to item 2) below:**

Name/role of groups and agencies involved:

2) Fill this if you did not check the box above:

Ability to complete the project independently:

LEA can complete this project independently, however, when possible, coordinated High Visibility Enforcement saturations with other state and local law enforcement agencies will be done.

C. Continuation

Plans to continue the project activities after funding ceases:

This project will be annually evaluated as speed is one of Oregon's most significant traffic safety issues killing and injuring the motoring public and their passengers.

V. Evaluation Plan

A. Evaluation Questions

*(You will be reporting on your objectives in your Project Evaluation. At a minimum each objective should be rephrased as an evaluation question. For example, what percentage of the public in (funded jurisdiction) wears a safety belt? What percentage increase is this? Add questions that demonstrate expected or potential impact of the project on the state or jurisdiction's traffic safety environment. Avoid yes/no evaluation questions.)*

Evaluation Question	
1.	How many speed-related fatal and serious injury crashes occurred in Oregon, and was it a decrease or an increase, per the goal of the program? (by Dec 31, 2021)
2.	Was a listing of all enforcement and education activities provided to ODOT TSD giving details about overtime worked for each roadway segment? Was all required reporting data submitted to TSD for each OT enforcement event?
3.	How many speed related citations were issued during grant overtime hours?
4.	Were media releases or press events conducted as it relates to the roadways targeted? Please attach any media releases or other pertinent information.

**B. Data Requirements**

1. Data to be collected: The Data Table presented as Exhibit A will be submitted with required quarterly reports.

2. Data System

Describe how the data will be collected, stored, and tabulated:

Data will be collected from officers. All data collected will be reported to TSD in the final evaluation report and with quarterly claims.

**C. Evaluation Design**

Describe how the data will be analyzed:

Data will be analyzed and evaluated to ensure number of hours worked toward speed enforcement activities meet the grant requirements.

**D. Project Evaluation Preparation**

A Project Evaluation Report will be submitted to TSD following the requirements given in the Agreements and Assurances.

**VI. Grant Project Budget Summary**

**A. List of major budget items:**

Overtime enforcement hours.

**B. Budget Allotment**

The agency named in this document hereby applies for \$20,000.00 in Transportation Safety funds to be matched with \$5,000.00 in funds from source Agency straight time speed enforcement to carry out a traffic safety project described in this document.

**VII. Budget and Cost Sharing**

**(Complete Form 737-1003 Budget and Cost Sharing.** You may attach one page to explain specific requests. If you are applying for a multiple-year grant, you must include a separate budget for each year for which you are requesting funding.)

**VIII. Exhibits**

A. Exhibit A: Project Agreement for Speed Overtime Grant FFY 2021

B. Exhibit B: Job Descriptions  
*Not Required*

C. Exhibit C: Contracts or Service Agreements  
*(Provide signed copies of any contracts or other service agreements that are entered into by the grantee as part of this project. These shall be reviewed by TSD to determine whether the work to be accomplished is consistent with the objectives of the project. All contracts awarded by the grantee shall include the provision that any subcontracts include all provisions stated in the Agreements and Assurances.)*

**IX. Agreements and Assurances**

*(READ, sign and attach to the grant project application.)*

**X. Approval Signatures**

I have read and understand the Agreements and Assurances stipulating the conditions under which the funds for which are being applied will be available and can be utilized. **The agency named in this document is prepared to become a recipient of the funds should the grant funds be awarded.**

A. Agency Information

Agency Name\*: Clackamas County Sheriff's Office  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

**EXHIBIT B  
BUDGET AND COST SHARING**

**[Insert or attach budget from negotiated Project Application]**







**EXHIBIT C**  
**SUMMARY OF FEDERAL REQUIREMENTS**  
**ANNUAL FFY CERTIFICATIONS AND ASSURANCES**  
**FOR HIGHWAY SAFETY GRANTS**  
**(23 USC CHAPTER 4; SEC. 1906, PUB. L. 109-159)**

***Additional Required Federal Terms and Conditions for  
Grants funded with Federal Funds***

**General Applicability and Compliance.** Unless exempt under other federal law provisions, Grantee shall comply with, and, as indicated, cause all subcontractors to comply with, the following federal requirements to the extent that they are applicable to this Agreement, to Grantee, or to the Project, or to any combination of the foregoing. For purposes of this Amendment, 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.** Grantee shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to Grantee or the Project. Without limiting the generality of the foregoing, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this 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 Grantee 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 Grantee 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 ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

**4. Other Environmental Standards.** Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

**5. Energy Efficiency.** Grantee 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).

**6. Audits.**

**a.** Grantee shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

**b.** If Grantee receives federal awards in excess of \$750,000 in a federal fiscal year, Grantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F.

**c.** Grantee shall save, protect and hold harmless from the cost of any audits or special investigations performed

by the Secretary of State with respect to the funds expended under this Agreement. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and the State or Oregon.

**7. Federal Intellectual Property Rights Notice.** The Federal or State Funding Agency, as the awarding agency of the Grant Funds may have certain rights as set forth in the federal requirements pertinent to the Grant Funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the Federal Funding Agency to Agency. The Grantee 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 Project Work Product, 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 contract under a grant or subgrant; and  
(ii) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

**b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The parties are subject to applicable requirements and regulations of the Federal Funding Agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.

**8. Uniform Guidance and Administrative Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

**a. Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may

direct the Grantee to transfer, return, keep, or otherwise dispose of the equipment.

**b. Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

**c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

**9. Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

**10. Nondiscrimination.** Grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);



- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

In addition, Grantee:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other state or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-

discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;

- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State or Oregon highway safety office, US DOT or NHTSA;

- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

**11. Buy America Act.** All material and equipment purchased shall be produced in the United States in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097) unless the Secretary of Transportation has determined under Section 165 that it is appropriate to waive this agreement.

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal Funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**12. Prohibition on Using Grant Funds to Check for Helmet Use.** The State and each subrecipient will not use 23 U.S.C Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**13. Political Activity (Hatch Act).** The State will comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**14. Certification Regarding Federal Lobbying.**

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

Grantee certifies by the signature of its authorized representative to this Agreement that, to the best of his or her knowledge and belief:

**a.** 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;

**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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

**c.** The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

**15. Restriction on State Lobbying.** None of the funds will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots")

lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**16. Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

**a.** By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**b.** The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

**c.** The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

**d.** The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**e.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

**f.** The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

**g.** The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

**h.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

**i.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**j.** Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

#### Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

**1.** The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

**a.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

**b.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of record, making false statements, or receiving stolen property;

**c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

**d.** Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2.** Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### Instructions for Lower Tier Certification

**1.** By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

**2.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**3.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**4.** The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

**5.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**6.** The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all



solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participant may, but is not required to, check the System for Award Management Exclusion website (<https://www.sam.gov/>)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered

transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:*

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**EXHIBIT D**  
**INFORMATION REQUIRED BY 2 CFR § 200.331(a)(1)\***

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): Clackamas County Sheriff's Office
2. Subrecipient unique entity identifier (e.g. DUNS number): 09-699-2656
3. Federal Award Identification Number (FAIN): 69A375203000040200RO
4. Federal Award Date: 10/01/2020
5. Sub-award Period of Performance Start and End Date: From 10/01/2020 to 09/30/2021
6. Total Amount of Federal Funds Obligated by this Agreement: \$20,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement\*\*: \$35,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$35,000
9. Federal award project description: A continuing priority for Clackamas County SO is enforcement of traffic violations including speed enforcement. Our goal is to reduce the number and severity of motor vehicle crashes on local roadways by increased traffic safety enforcement. Speeding drivers contribute significantly to property, injury and fatal crashes each year; speed was evident in 29% of all Oregon roadway fatalities in 2018. This grant will focus on enforcement of speed laws in statistically identified problem areas.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
  - (a) Name of Federal awarding agency: NHTSA
  - (b) Name of pass-through entity: ODOT Transportation Safety Division
  - (c) Contact information for awarding official of the pass-through entity: Traci Pearl
11. Assistance Listing (CFDA) Number and Name: 20.600  
Amount: \$20,000
12. Is Award Research and Development?  Yes  No
13. Indirect cost rate for the Federal award: \_\_\_\_\_%

\*For the purposes of this Exhibit, the term "Subrecipient" refers to Recipient, and the term "pass-through entity" refers to Agency .

\*\*The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.

**Vendor or Sub-Recipient Determination**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, Agency's determination is that:

X  Grantee is a subrecipient      \_\_\_ Grantee is a vendor      \_\_\_ Not Applicable

B. Project Director

First Name: Sean Last Name: Collinson  
Title: Traffic Sergeant Email: seancol@co.clackamas.or.us  
Phone: (971) 563-9529 Fax:  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

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

C. Designated Alternate

First Name: Richard Last Name: Sheldon  
Title: Lt. Email: rsheldon@co.clackamas.or.us  
Phone: (503)557-5872 Fax:  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

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

D. Designated Alternate

First Name: Shara Last Name: Van Meter  
Title: Crime Analysis Email: sharavan@co.clackamas.or.us  
Phone: (503)785-5088 Fax:  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

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

E. Authorizing Official of Agency Completing Application

First Name: Angela Last Name: Bradenburg  
Title: County Sheriff Email: \_\_\_\_\_  
Phone: (503) 655-8220 Fax: (503) 353-8060  
Street Address: 2223 Kaen Road  
City: Oregon City  
State: OR  
Zip: 97045

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

\*If someone in your agency *may* be submitting information (hitting the "submit" button) in Badge Data, please include their information below so that they can be added to the grant and provided login information for Badge Data.

F. Other

First Name: Shara Last Name: Van Meter  
Title: Crime Analysis Email: sharavan@co.clackamas.or.us  
Phone: (503)785-5088 Fax: \_\_\_\_\_  
Street Address: 2223 Kaen Rd  
City: Oregon City  
State: OR  
Zip: 97045

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

\*Non-profit agencies must submit proof of exempt status under Code Sec. 501(c)(3)

Mail signed copies to: Oregon Dept. of Transportation  
Transportation Safety Division  
4040 Fairview Industrial Drive SE  
Salem, OR 97302-1142

Email completed electronic copy to your TSD Program Manager.



Tami Little  
County Assessor

## Assessment & Taxation

February 11, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of ORMAP (the Oregon Map) Intergovernmental Agreement Contract # DOR-310-20 between the Clackamas County Assessor's Office and the Oregon Department of Revenue for the Administration of the Ad Valorem Property Tax System

<b>Purpose/Outcomes</b>	This IGA will provide funding to continue the conversion of Clackamas County Mylar Assessor maps to digital Assessor maps, which benefits Oregon's base map system and helps facilitate and improve the administration of the ad valorem property tax system as required under ORS 306.135.
<b>Dollar Amount and Fiscal Impact</b>	This semi-annual IGA Contract is \$35,000 for this funding period. Amount varies with each ORMAP grant request due to funding availability. The A&T Department dedicates an additional \$10,000 annually, to support the conversion of maps through quality control, new plat maintenance, plat and deed research and project management.
<b>Funding Source</b>	State of Oregon, Department of Revenue
<b>Duration</b>	Terminates December 31, 2021
<b>Previous Board Action/Review</b>	The County has participated in this program since 1999 with the BCC approval of IGA Contracts with the Dept. of Revenue up to twice a year in varying amounts.
<b>Strategic Plan Alignment</b>	1. This item aligns with the department's strategic business plan goals by providing Assessment & Taxation customers the ability to conduct business online. 2. This item aligns with the following County Strategic Priority: Build public trust through good government
<b>Counsel Review</b>	Counsel Reviewed on 2/9/2021 by KJR
<b>Procurement Review</b>	This item was not processed through procurement since it is an IGA grant and procurement review is not required.
<b>Contact Person</b>	Bronson Rueda, Deputy Assessor – Department of Assessment & Taxation 503-655-8304

### BACKGROUND:

This program, legislated in 1999 as ORS 306.135, provides for the funding from the Oregon Department of Revenue for GIS digital tax lot capture and the creation of digital Assessor's tax lot maps. The ORMAP program collects \$1.00 for each recorded land related document from all Oregon Counties. These funds go into a pool administered by the Oregon Department of

Revenue. Funds are distributed to Counties based on competitive grant applications twice a year. This contract represents our fall 2020 award of our grant request for continuing work to retire Mylar Maps (paper maps created in the 1960's) and create digital maps for the ORMAP program, which satisfies ORMAP Goal 6.

The product created by funds from this IGA contract benefits the County, the State, and most importantly, the public. Having an accurate ownership GIS layer allows users of the data to make more informed decisions and provides a more accurate base map for other GIS map data.

This project is a collaborative effort between the Clackamas County's Assessor's Office and the GIS Division of the Technology Services Department. Also assisting in this effort is the County's Surveyor. County Counsel has reviewed, and approved, these on-going ORMAP contracts.

**RECOMMENDATION:**

Staff respectfully recommends that the Board of County Commissioners approve Intergovernmental Agreement Contract # DOR-310-20 with the State of Oregon Department of Revenue for the continued conversion of Mylar maps to a digital GIS database.

Respectfully submitted,

A handwritten signature in black ink that reads "Tami Little". The signature is written in a cursive, flowing style.

Tami Little  
County Assessor

**DEPARTMENT OF REVENUE  
ORMAP INTERGOVERNMENTAL AGREEMENT  
CONTRACT #DOR-310-20**

This Agreement is entered into by and between the State of Oregon, acting by and through the Department of Revenue (“Department”) and Clackamas County A&T (“County”).

WHEREAS, under ORS 306.135 the Department is charged with developing a base map system to facilitate and improve the administration of the ad valorem property tax system;

WHEREAS, pursuant to ORS 190.110, the Department may cooperate, by agreement or otherwise, with a unit of local government in performing the duties imposed upon it by ORS 306.135.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Department and the County agree to the following:

I. EFFECTIVE DATE OF AGREEMENT; AWARD; PROJECT COMPLETION

- A. Effective Date of Agreement. This Agreement shall become effective on the date this Agreement has been signed by every party and all required approvals have been obtained, and no sooner than January 1, 2021.
- B. Award. The Department shall provide funds in the amount of **\$35,000.00** (the “Award”) to the County to fund all or part of the activities set forth in Exhibit A (“Proposal”) which is attached hereto and by this reference made a part hereof. The part of the activities set forth in the Proposal which is funded by the Award shall be called the “Project”. All of the activities set forth in the Proposal, whether funded by the Department or by other sources, shall be referred to as the “Total Project”. (If there are no other funders beside the Department for the activities described in the Proposal, the Total Project is the same as the Project.) The Department shall not be obligated to provide to the County, and the County shall not use the Award other than for costs for the Project.
- C. Project Completion. County agrees to complete the Total Project in accordance with the terms and specifications of the Proposal by **December 31, 2021** (“Project Completion Date”). Final billing for the Project shall be submitted to the Department on or before **January 31, 2022**.

II. DISBURSEMENTS.

- A. Disbursement of Funds by the Department. Subject to Section IV, upon receipt of the County’s request for disbursement, the Department shall disburse the

Award to the County on a cost reimbursement basis. The Department may, in its sole discretion, impose a minimum or maximum dollar amount for each disbursement request or limit the frequency of disbursement requests.

- B. Overpayment. In the event that the aggregate amount of the Department's disbursements hereunder exceeds the costs of the County for the Project, the County agrees to refund to the Department the amount paid in excess of such costs within thirty (30) days of final billing by the County or the Project Completion Date, whichever is earlier.
- C. Disallowed Costs. The County agrees that payment(s) under this Agreement shall be subject to offset or reduction for amounts previously paid hereunder which are found by the Department not to constitute allowable costs under this Agreement. If such disallowed amount exceeds the payment(s); the County shall immediately upon demand pay the Department the amount of such excess.
- D. Cost Savings. Any cost savings realized on the Total Project shall be prorated between the funding sources based on the percentage of their respective cash contributions as set forth in the Proposal. In no event shall the Department pay for more than its pro rata share of the County's actual out-of-pocket cost of the Total Project.
- E. No Duplicate Payment. The County shall not be compensated for, or receive any other duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party.

### III. REPRESENTATIONS AND WARRANTIES

County represents and warrants to the Department that (1) it has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms, (3) the Total Project shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) those persons performing work on the Total Project shall, at all times during the term of this Agreement, be qualified, professionally competent and duly licensed to perform work on the Total Project, and (5) Exhibit A presents a good faith estimate of the costs of the Total Project and the Project and accurately states the amount of other funds, whether in cash or through binding commitment(s), available for payment of the costs of the Total Project.

#### IV. CONDITIONS TO DISBURSEMENT

- A. Conditions Precedent to Disbursement. The Department shall not be obligated to disburse any funds hereunder for Project costs unless (1) there exists no event of default or default which with notice or lapse of time or both will become an event of default hereunder, and (2) the Department has received from the County (i) a request for disbursement signed by a duly authorized representative of the County (which shall, among other things, state that the County has or will have sufficient funds to complete the Total Project by the Project Completion Date), (ii) an itemized invoice and (iii) such other documentation as the Department may require, all in form and substance satisfactory to the Department; further, the Department shall only be obligated to disburse Award funds to the extent that the portion of the Award represented by the aggregate amount of all disbursements made through the date of the disbursement request (including the amount of the disbursement request) does not exceed the percentage of the Project completed through the date of the disbursement request, as determined by the Department.
- B. Conditions Precedent to Final Disbursement. The Department shall not be obligated to make final disbursement hereunder until a final payment request and such documentation as may be required by the Department, all in form and substance satisfactory to the Department, shall be submitted by the County to the Department. Final payment will be made to the County within forty-five (45) days of approval by the Department.

#### V. COVENANTS

- A. Assignment. If the County hires a contractor(s) to do all or part of the Project, the County shall remain liable for compliance with the terms and conditions of this Agreement and shall not in any way be relieved of any of its obligations under this Agreement. The County shall be responsible for all cost overruns.
- B. Payments. To the extent required by state and federal law, the County agrees to:
1. Make payment promptly as due to all contractors, subcontractors, vendors and other persons supplying labor and/or materials for the Project; and
  2. All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its subcontractors complies with these requirements.



- C. Liabilities. County shall perform its obligations under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to its employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, and contributions to the Public Employees Retirement System.

Each party shall be responsible, to the extent required by law (including the Oregon Tort Claims Act, ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

- D. Compliance with Applicable Law. The County shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. The Department's performance under this Agreement is conditioned upon the County's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230 and 279B.270, as amended from time to time, which are incorporated by reference herein. The parties shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(ee)), recycled PETE products (as defined in ORS 279A.010(ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010(gg))
- E. Records Maintenance. The County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles and the Oregon Local Budget Law, ORS 294.305 to 294.565.. In addition, the County shall maintain any other records pertinent to this Agreement in such a manner as to clearly document the County's performance. The County's accounting procedures shall provide for an accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. Controls shall be established which are adequate to ensure that all expenditures reimbursed under this Agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
- F. Access. The County acknowledges and agrees that the Department and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of the County that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts. The County shall retain and keep accessible all such fiscal records, books, documents, papers, plans and writings for a minimum of five (5) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

- G. Project Ownership. The Department acknowledges and agrees that the Project is the exclusive property of the County. The County acknowledges and agrees that the Department is not responsible or liable in any manner for the completion or maintenance of the Project or Total Project.

VI. TERMINATION; REMEDIES

- A. Termination for Convenience. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party; provided, however, that the County shall, within thirty (30) days of such termination, reimburse the Department for all funds disbursed by the Department hereunder to the extent that the amount of funds disbursed exceeds the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department; provided further that until the County has fully reimbursed the Department for such funds, the County shall comply with the terms of this Agreement.

B. Termination Because of Non-Appropriation or Project Ineligibility.

1. The Department, at any time upon prior written notice to the County, may terminate this Agreement if the Department fails to receive funding or appropriations, limitations, or other expenditure authority at levels sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to pay for the allowable costs of the Project to be funded hereunder or any state law, regulation or guideline is modified, changed or interpreted in such a way that the Total Project, or any portion of the Total Project, is no longer eligible for Award funds.
2. In the event insufficient funds are appropriated by the County for its share of the costs of the Total Project and the County has no other lawfully available funds, then the County may terminate this Agreement at the end of its current fiscal year, with no further liability to the Department. The County shall deliver to the Department written notice of such termination within thirty (30) days of its determination of such shortfall.

C. Termination for Default. The Department may, at any time upon thirty (30) days prior written notice to the County, terminate this Agreement if:

1. The design and implementation of the Total Project is not pursued with due diligence; or
2. The cadastral portions of the Total Project do not conform to the Department of Revenue Oregon Cadastral Map System; or

3. The County fails to receive funding for portions of the Total Project from outside sources as described in its Proposal; or
  4. The County, without the prior written approval of the Department, uses the funds provided by the Department hereunder in a way other than the Project described in the Proposal.
  5. The County violates any other provision of this Agreement.
- D. Rights and Remedies. The County shall, within thirty (30) days of its receipt of the notice described in Section VI.C above, reimburse the Department for all funds disbursed hereunder to the extent that the funds disbursed exceed the amount of the Award multiplied by the percentage of the Project completed to the satisfaction of the Department as of the date of County's receipt of the notice described in Section VI.C above. Further, the Department shall have any and all rights and remedies available at law or in equity.

## VII. GENERAL PROVISIONS

- A. Force Majeure. Neither the Department nor the County shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strike, public carrier, act of God, act of a public enemy or a public authority or a cause which cannot be reasonably foreseen or provided against.
- B. Persons Not to Benefit. No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Oregon Legislative Assembly, elected official of the State of Oregon, or official, agent, or employee of the State of Oregon, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the State of Oregon shall derive any unfair knowledge or financial benefit from this Agreement that is not offered to others in a competitive process.
- C. No Third Party Beneficiaries. The Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. 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 unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- D. Successors and Assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Department and County and their

respective successors and assigns; provided however that the County may not assign this Agreement or any interest therein without the prior written consent of the Department, which consent may be withheld for any reason.

- E. Severability. The Department and the County 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 provisions held to be invalid.
- F. Notice. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to the Department or the County at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- G. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed shall constitute an original.
- H. Governing Law; Venue. 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 Department and/or other agency or department of the State of Oregon and the County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is 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. COUNTY, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.
- I. Merger Clause; Amendment; Waiver. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE DEPARTMENT AND THE

COUNTY ON THE SUBJECT MATTER HEREOF. NO MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH THE DEPARTMENT AND THE COUNTY, AND NO CONSENT OR WAIVER SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM SUCH CONSENT OR WAIVER IS BEING ENFORCED. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE DELAY OR FAILURE OF THE DEPARTMENT TO ENFORCE ANY PROVISION OF THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER BY THE DEPARTMENT OF THAT PROVISION OR ANY OTHER PROVISION. THE COUNTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS.

DEPARTMENT:

State of Oregon, acting by and through its  
Department of Revenue  
Authorized Agency Signature

By: \_\_\_\_\_

Krista Olson, Procurement Manager, DPO

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

COUNTY:

Clackamas County (A&T)

By: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Fax No: \_\_\_\_\_

# EXHIBIT A

AWARD LETTER  
COUNTY GRANT PROPOSAL



# Oregon

Kate Brown, Governor

Department of Revenue  
Property Tax Division  
955 Center St NE  
PO Box 14380  
Salem, OR 97309-5075  
www.oregon.gov/dor

November 16, 2020

Kevin Clarke  
Clackamas County Assessment & Taxation  
Development Services Building  
150 Beaver Creek Rd  
Oregon City, OR 97045

Dear Mr. Clarke

I am pleased to inform you that the Department of Revenue has approved your request for funding through the ORMAP program. You will soon receive a contract to formalize the ORMAP grant agreement with the Department of Revenue. The agreement will be effective from January 1, 2021 through December 31, 2021.

Listed below are the deliverables as outlined in your grant request. In order to expedite the payment process for you, please use the "ORMAP Invoice" form, you can download a copy from the ORMAP site. Please state the correct contract number on the chart and complete the information requested for each task or deliverable.

Contract Number:		
Task	Deliverable	Award Amount
1	272 Tax Maps	\$35,000.00
2		
Total		\$35,000.00

If you have questions, please contact the ORMAP Coordinator, Philip McClellan (503-586-8128).


Best wishes for a successful project.

With regards,

Jason D. Brockie  
Property Tax Assistance and Oversight Section Manager  
Oregon Department of Revenue

cc: County Assessor  
DOR Finance Department  
File

# ORMAP Grant Application

Section I. County and Grant Information			
<b>A. County:</b> Clackamas County A&T		<b>B. Funding Cycle:</b> Fall 2020	
<b>C. Project will help meet ORMAP Goal(s):</b> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/>		<b>D. Fund Request:</b> \$35,000	
Section II. Summary of Project			Department Assessment
A. Brief Overview of the Request			<input type="checkbox"/> Pass <input type="checkbox"/> Fail
<p>This project is a continuation of Clackamas County's ORMAP Tax Map conversion program. The funds requested for this period will be used to annotate and prepare final Digital Assessor Maps. With full funding, 136 tax maps will be completed to ORMAP standards for this project period.</p>			
Scope and Deliverables			
Check	Deliverables	Brief description of the deliverables	
<input type="checkbox"/>	Tax Lot Conversion		
<input checked="" type="checkbox"/>	Tax Map Conversion	Conversion of Mylar Assessor Maps to final Digital Assessor Maps.	
<input type="checkbox"/>	Control Points		
<input type="checkbox"/>	Development		
<input type="checkbox"/>	Other Assistance		
<input type="checkbox"/>	Other Deliverable		
<input type="checkbox"/>	Hardware/Software		
B. Projected Project Completion Date (projects should not exceed one year)			
C. Total Costs of Project (add lines as necessary)			
Deliverable	Number of Items	Cost per Item	Total Cost
Assessor Map Annotation	272	\$128.68	\$35,000
County Contribution (Detailed below)			
D. Partnerships and Contributions (add lines as necessary)			
Partner	Contribution		
Clackamas County Assessment & Taxation Dept.	\$10,000 – New plat maintenance, plat and deed research and quality control.		
<b>A. Assessor's Representative Signature &amp; Date:</b>	 September 25, 2020		
<b>F. Fiscal Coordinator – Name &amp; Contact Number:</b>	Megan Nava 503-655-8671		
<b>G. Project Coordinator – Name &amp; Title:</b>	Kevin Clarke 503-655-8671		



<b>E-mail address:</b>	<a href="mailto:KClarke@clackamas.us">KClarke@clackamas.us</a>
<b>Phone Number:</b>	503-655-8671
<b>Mailing Address:</b>	Clackamas County Assessment & Taxation Development Services Building 150 Beaver Creek Rd Oregon City, OR 97045

**Section III. Detail Project Information –Answer all questions**

**A. Overview**

**1. Describe what the project is trying to accomplish.**

Clackamas County is continuing to retire Mylar Maps that were created in the 1960’s. As the Digital tax lot layer is upgraded, A&T updates & annotates Digital Assessor Maps in a Final form in accordance with ORMAP Goal 6 standards to retire Mylar maps.

**2. What part(s) of the county does this project cover (Township, Range, and Sections, if applicable)?**

The project will cover a variety of areas in the remaining 20% of the incomplete Final Digital Assessor maps.

**3. What is the status/outcome of all previously funded ORMAP projects? (Please include funding cycles and a “status map” of your county.)**

Prior to the Fall 2006 ORMAP contract, all efforts were to re-map urban areas. As the digital GIS database developed through ORMAP funding and regular maintenance, we started to finalize Digital Maps and retire Mylar Assessment Maps that were up to ORMAP Goal 4 standards. This was through our normal maintenance process. The Fall 2019 grant was used for annotating maps that have line work up to ORMAP standards and are now designated as “ready for Cartography” in our map status list by temporary employee/s. The Fall 2020 grant will continue this work.

**4. Describe, in detail, your technical approach to the project (such as, mapping methodology).**

Take converted digital maps and newly created tax lot parcel maps and identify missing Cartographic Elements that are required by the Department of Revenue for Goal 6 compliant Assessor’s cadastral maps by comparing the digital elements with the current Assessor’s Mylar maps. Add those elements into an ORMAP/ESRI compliant geodatabase to produce final maps. Deeds, surveys, and GPS points in our construction fabric layer, orthophotography, and existing tax lot maps are used to annotate and adjust tax maps to create final digital tax maps. To ensure quality, staff will use the ESRI ArcMap 10.7 tools as well as the ORMAP Parcel editing tools to add annotation to create the cartographic features necessary to produce final maps.

**5. Describe the project deliverables.**

This project will deliver 272 additional maps, fully annotated, rectified to control meeting ORMAP tax lot standards. As new subdivisions are created those tax lots are mapped to ORMAP standards under our maintenance process.

**6. Who will be doing the work (county staff, contractor, or DOR staff)? Please define their roles.**

Temporary staff working under the supervision of the Cartography staff will do the work. They will annotate, verify deeds, and survey information to complete the assessor Map. Cartography staff will QC the maps to verify that everything is to ORMAP Goal 6 standards. Control points will be obtained from County staff.

**7. How will the county cartographer integrate the deliverables into the County’s maintenance plan?**

The County Cartographer will use various tools developed for maintenance to update any changes that might occur for the Assessor Maps finalized in this project. The projects deliverables will be part of the overall countywide GIS tax lot layer. The deliverables from this project will be used to complete the tax maps, directed exclusively by the County Cartographer.

**8. Provide a project timeline with milestones or completion dates.**

This project deals with tax maps, of which 80% are completed. Based on current resources and anticipated ORMAP funding, we estimate completion of Goal 6 in December 2021. Thus far, we have finalized 2,738 tax maps to ORMAP specifications to date.

**9. Does this project have any partnerships? If yes, please identify them.**

Yes. The deliverables from this project are used by many agencies as a base to map infrastructure and other details. Typical agencies outside the County who have entered into partnership agreements include cities, water districts, utilities providers, school districts, community planning organizations, and a variety of state and federal agencies. Additionally, Clackamas County has developed boundary agreements with all our County neighbors. We have agreements covering 100% of the area that bounds our county.

**10. Describe any innovations utilized by this project.**

We use the tools developed by the ORMAP tools group and have participated in that group from its inception either to be part of the application development team or as a test group. We are also using the latest tools developed by ESRI to stay current with ArcGIS releases. Finally, the deliverables from this project are allowing the Assessor's Cartographers to retire the old Mylar tax maps and completely replace them with a digital product.

**11. Detail Costs (who is paying for what).**

100% of this current project is funded by ORMAP.

## **B. Quality Control**

**1. Who will be responsible for quality control (QC)?**

All Quality Control is the responsibility of Clackamas County's Departments of Assessment and Taxation and Technology Services, GIS Division.

**2. Will county cartography staff review the deliverables?**

Yes. The cartography staff in the Assessor's Office performs the final QC. They insure all components are present and correct for map production to DOR and Clackamas County standards.

**3. Will there be a review by Department of Revenue's cartography staff?**

That is arranged by A&T Cartographers. DOR Cartography staff has come to the county to review our technique and process and are always welcome to see what we are doing with tax lot capture.

**4. Describe QC procedures.**

The quality control process is very extensive. A quality control checklist was developed for those entering COGO information and for those checking it. Ground control is evaluated as to its level of survey accuracy for the plat rectification process. If customary ground control is not available, rectified orthophotos are used. Plats controlled in this manner will be revisited when better ground control is obtained. Plats are never rubber sheeted. The County Surveyor resolves any errors that occur when rectifying to ground control (i.e. gaps and overlaps). In summary, all quality control efforts will meet or exceed ORMAP Technical Specifications.

## **C. Project Detail**

**1. Is this project an "edge matching project"? If so, how much of the county boundary will be completed?**

No. 100% of edge matching has been completed with surrounding counties with prior projects and we have agreements with all our neighbors.

**2. Is this project part of an ongoing or multi-phased remapping project?**

Yes, this project is a continuation of our on-going re-mapping project as outlined in our Business Plan. In addition, this project is likely to be the first of three where ground control will be requested.

**3. What percentage of the county taxlots and tax maps meet the ORMAP technical specifications?**

	<b>Total Countywide</b>	<b>Meet Tech Specs</b>	<b>Percent Complete</b>
<b>Tax Lots</b>	<b>162,403</b>	<b>162,167</b>	<b>99.9%</b>
<b>Tax Maps</b>	<b>3,405</b>	<b>2,738</b>	<b>80.4%</b>

**4. Upon completion of this project will your county meet goal 6 (100% of tax maps meeting technical specification)?**

Current projected completion date is estimated to be December 2021.

**5. Is this project part of a multi-county effort? If so, please explain.**

No.

**6. Will the project cost be affected if it is not fully funding this cycle?**

Yes. It will delay our overall completion time. However, if partially funded (say half), we may be able to continue work assuming we get additional funding for the Spring 2021 ORMAP grant.

**D. Data Availability**

**1. Does the county have a data sharing agreement with the State?**

Yes.

**2. Identify any data restrictions or licensing issues.**

All data produced under the ORMAP program is freely available through a Data Sharing Agreement to other government agencies. Clackamas County has entered into an IGA with the State for data sharing. All publication of this data, particularly via the Internet, must comply with all Clackamas County policies and disclaimers as adopted by County Administration or the Board of County Commissioners. All data is governed by a data licensing agreement. The public has access to digital tax lot lines freely over a GIS Data Portal.

**E. Background Information**

**Any other information that you feel may help support the project.**

**F. Other Issues - Please identify.**

We have entered areas of the County that have insufficient survey ground control to map tax lots to rural ORMAP standards. Acquiring this control will be time consuming and expensive. This may affect the progress towards our completion timeframe.

**G. Racial and Ethnic Impact Statement**

**RACIAL AND ETHNIC IMPACT STATEMENT**

**This form is used for informational purposes only and must be included with the grant application.**

Chapter 600 of the 2013 Oregon Laws require applicants to include with each grant application a racial and ethnic impact statement. The statement provides information as to the disproportionate or unique impact the proposed policies or programs may have on minority persons<sup>1</sup> in the State of Oregon if the grant is awarded to a corporation or other legal entity other than natural persons.

- 1.  The proposed grant project policies or programs could have a disproportionate or unique positive impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 2.  The proposed grant project policies or programs could have a disproportionate or unique negative impact on the following minority persons:

Indicate all that apply:

- Women
- Persons with Disabilities
- African-Americans
- Hispanics
- Asians or Pacific Islanders
- American Indians
- Alaskan Natives

- 3.  The proposed grant project policies or programs will have no disproportionate or unique impact on minority persons.

If you checked numbers 1 or 2 above, on a separate sheet of paper, provide the rationale for the existence of policies or programs having a disproportionate or unique impact on minority persons in this state. Further provide evidence of consultation with representative(s) of the affected minority persons.

I HEREBY CERTIFY on this 25<sup>th</sup> day of September, 2020, the information contained on this form and any attachment is complete and accurate to the best of my knowledge.

Signature:  \_\_\_\_\_

Printed Name: Bronson W. Rueda Title: Deputy Assessor

<sup>1</sup>“Minority persons” are defined in SB 463 (2013 Regular Session) as women, persons with disabilities (as defined in ORS 174.107), African-Americans, Hispanics, Asians or Pacific Islanders, American Indians and Alaskan Natives.

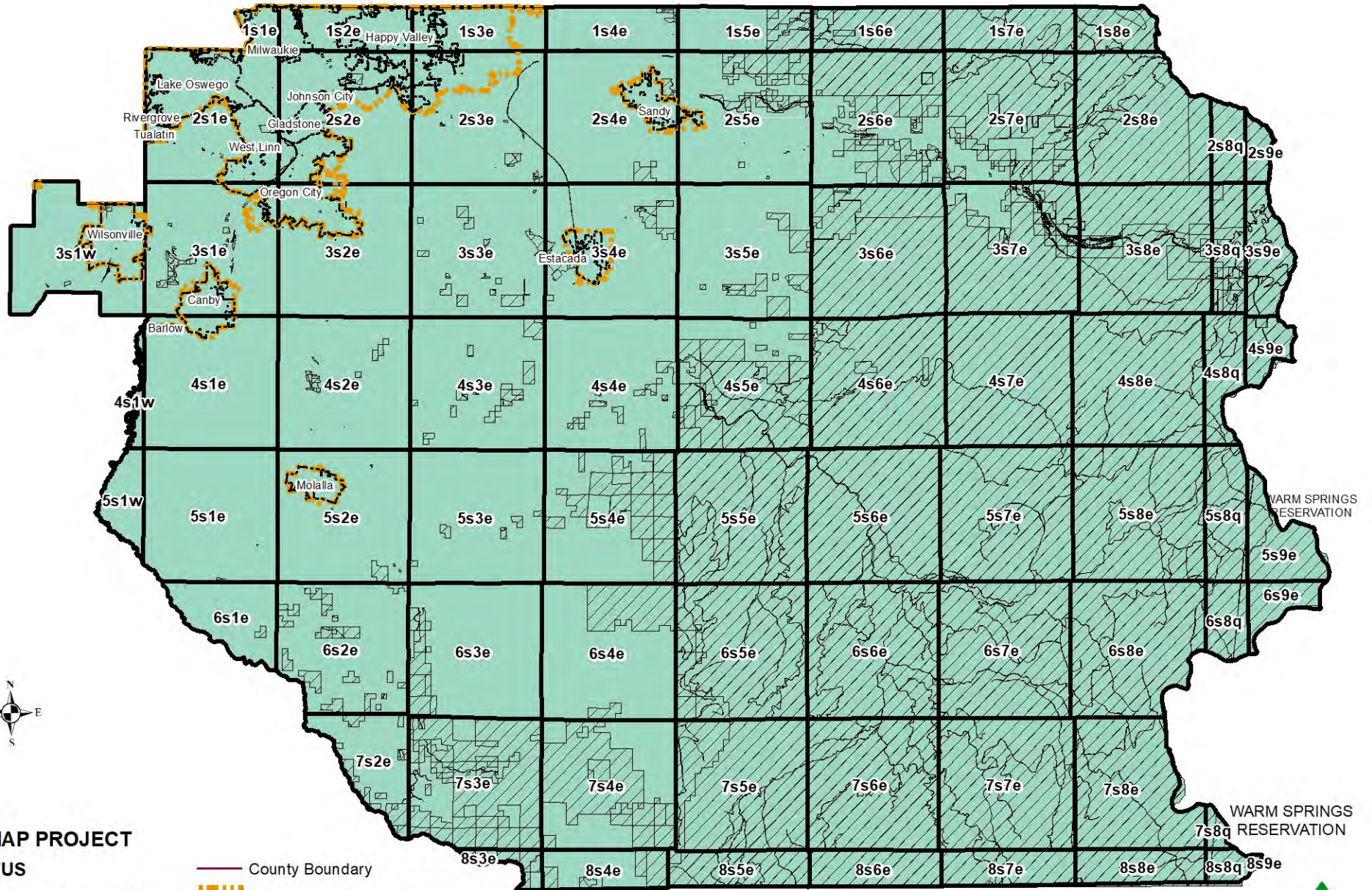
**Submit completed forms to:**

<b>Mail</b>	<b>Contact Information</b>
ORMAP Project Coordinator Oregon Department of Revenue Property Tax Division 955 Center St. NE Salem OR 97301-2555	Tel: 503-586-8128 Fax: 503-945-8737 <a href="mailto:or.map@state.or.us">or.map@state.or.us</a>



# ATTACHMENT 1

## ORMAP PROJECT STATUS SEPTEMBER 2019



**ORMAP PROJECT STATUS**

- Completed or In Progress
- Not Started
- County Boundary
- Metro Urban Growth Boundary
- USFS, BLM, and ODF Resource Lands







Dave Cummings  
Chief Information Officer

## Technology Services

121 Library Court Oregon City, OR 97045

February 25, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Service Level Agreements between  
Clackamas Broadband eXchange and Astound Broadband, LLC

<b>Purpose/Outcomes</b>	Clackamas Broadband eXchange (CBX) is looking for approval to enter into a new Service Level Agreement (SLA) with the Astound Broadband, LLC for a dark fiber connection in Estacada.
<b>Dollar Amount and Fiscal Impact</b>	Astound Broadband, LLC will pay a non-recurring fee of \$4,250.00 for the new fiber construction and pay an annual recurring lease fee of \$3,060.00.
<b>Funding Source</b>	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by Astound Broadband, LLC.
<b>Duration</b>	Effective upon signature by the board the SLA is effective for five (5) years.
<b>Previous Board Action</b>	Board previously approved CBX to build and maintain a similar fiber connections for Astound Broadband, LLC on February 23, 2020.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Build a strong infrastructure.</li> <li>2. Build public trust through good government.</li> </ol>
<b>Counsel Review</b>	Andrew Naylor, February 10, 2021
<b>Contact Person</b>	Dave Devore (503)723-4996
<b>Contract No.</b>	N/A

### BACKGROUND:

CBX is proposing to build a new dark fiber connection to extend the CBX network to the Hi-School Pharmacy located at 207 Broadway St in Estacada Oregon for Astound Broadband, LLC (aka Wave Broadband).

### RECOMMENDATION:

Staff respectfully recommends approval to enter into this Service Level Agreements. Staff further recommends the Board delegate authority to the Technology Services Director to sign agreements necessary in the performance of this agreement.

Sincerely,

Dave Cummings  
CIO Technology Services

# Clackamas County

## FIBER OPTIC SERVICE LEVEL AGREEMENT

Astound Broadband, LLC

(Customer Name)

### 1. Recitals

**WHEREAS**, Clackamas County (County) desires to provide to Astound Broadband, LLC (Customer) the services set forth in this Agreement (the “Services”), between the specified Customer sites listed in Appendix A, and at the price contained in Appendix A; and

**WHEREAS**, Customer desires to use the Services; and

**WHEREAS**, the Parties desire to set forth herein their respective rights and obligations with respect to the provision of Services,

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and promises set forth herein, intending to be legally bound, the Parties agree as follows.

### 2. Fiber Optic Network Description

County will provide Customer with point-to-point single mode fiber optic network connectivity, including a termination panel for the fiber optic cables, at each Customer site on a path designated by the County.

### 3. Service Description

Services provided to Customer by County are physical connectivity of one (or more) strands of optical fiber (“Fiber”), between sites specifically identified in Appendix A for the exclusive use of the Customer’s internal communication needs. Each site listed in Appendix A will have a single mode fiber termination. The Fiber is and shall remain property of the County.

### 4. Construction and Installation Requirements

- a. County, when installing Fiber on the property of Customer, shall do so in a neat and professional manner. Routing and location of these cables shall be mutually agreed upon between the parties.
- b. Customer shall secure any easements, leases, permits or other agreements necessary to allow County to use existing pathways to, into and within each site to the demarcation point for service. Customer shall provide a path for the Fiber from the point of entry into the site to the termination panel that complies with all applicable building, electrical, fire and related codes.



- c. Subject to the terms of this Agreement, and at no cost to County, Customer shall provide adequate environmentally controlled space and electricity required for installation, operation, and maintenance of the Fiber used to provision the service within each site.
- d. Customer shall provide a clean, secure, relatively dry and cool location (consistent with environmental requirements for fiber optic network connectivity equipment) at each of its sites for necessary equipment, as determined by the County in its sole discretion.
- e. Customer will provide or arrange for County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, to have ingress and egress into and out of Customer properties and buildings in connection with the provision of Service.
- f. If the presence of asbestos or other hazardous materials exists or is detected, Customer must have such hazardous materials removed immediately at Customer's expense or notify County to install the applicable portion of the Fiber in areas of the site that do not contain hazardous material. Any additional expense incurred as a result of encountering hazardous materials, including but not limited to any additional equipment that may be required, shall be paid by Customer.
- g. County has no obligation to install, operate, or maintain Customer-provided facilities or equipment.
- h. County shall construct Fiber into each Customer building enumerated herein; splice fiber into existing County fiber optic resources; terminate County's optical fiber in each Customer building; test and certify appropriate Fiber performance at each Customer location; and provide the appropriate fiber patch panel ("hand-off's") at each location for Customer utilization. Test results for physical connection will be made available to Customer upon request.

**5. Term of Agreement**

This Agreement is effective upon execution by both parties. Upon completion of installation and connection of the necessary facilities and equipment to provide service herein, County shall then certify and notify Customer in writing that the service is available for use, and the date of such notice shall be called the "Service Start Date". Unless terminated as herein provided, this Agreement shall continue for a period of five (5) years from the effective date.

**6. Rates**

In return for County providing the Services described in Appendix A for the term indicated herein, Customer shall pay County both nonrecurring construction/installation charges and recurring charges for Services described in Appendix A, as amended from time to time.

**7. Payment**

### **Bi - Annual Payments**

County shall provide an invoice for six months of service (July 1 through December 31 and January 1 through June 30), or prorated weekly for any portion thereof, to Customer at the beginning of the service period. The bi-annual charge shall be payable within thirty (30) days of receipt of invoice. Interest charges shall be assessed for late payments in accordance with Appendix A. Failure of Customer to pay within thirty (30) days of receipt of an invoice shall constitute an event of default and County may pursue any remedies provided in this Agreement including, but not limited to, terminating the Agreement upon appropriate advance written notice to Customer.

### **8. Fiber Maintenance**

County shall maintain the structural aspects of the Fiber in good operating condition, utilizing commercially reasonable practices in accordance with Appendix B, throughout the Agreement Term. In the event the Fiber fails at any time to meet the specifications outlined in Appendix C, County shall endeavor to restore the Fiber to meet the specification standards in as timely and expedited a manner as reasonably possible.

County may subcontract for testing, maintenance, repair, restoration, relocation, or other operational and technical services it is obligated to provide hereunder.

Customer shall promptly notify County of any matters pertaining to any damage or impending damage to or loss of the use of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber. County shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Fiber that are known to it and that could reasonably be expected to adversely affect the Fiber and/or Customer's use thereof.

### **9. Confidentiality**

All Customer data, voice, or video transmission using County Fiber shall be treated by County as confidential information, to the extent allowable by law. Customer expressly acknowledges and agrees that County's confidentiality obligations under this Agreement are subject to, and only enforceable to the extent permitted by, the Oregon Public Records Law, Oregon Revised Statutes ("ORS") Chapter 192 *et. seq.*, and any other applicable state or federal law

### **10. Content Control and Privacy**

Customer shall have full and complete control of, and responsibility and liability for, the content of any and all communications transmissions sent or received using the Fiber.

### **11. Assignment and Successors**

Either party may assign this Agreement upon prior written consent of the other party. Such consent shall not be unreasonably withheld. Upon such assignment, all rights

and obligations of County and Customer under this Agreement shall pass in total without modification to any successor(s) regardless of the manner in which the succession may occur.

**12. Damage**

County shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of the Customer's premises or facilities, which are damaged by the negligent acts or omissions of County. Customer shall be responsible for restoring, or otherwise repairing to its prior condition, any portion of County's connectivity equipment or other facilities, located at Customer premises, which are damaged by Customer or its agents.

Customer will reimburse all related Costs associated with damage to the Fiber caused by the negligent acts or omissions of Customer, its affiliates, employees, agents, contractors or customers. As used herein, "Costs" includes the following: (a) labor costs, including wages, salaries, and benefits together with overhead allocable to such labor costs; and (b) other direct costs and out-of-pocket expenses on a pass-through basis (such as equipment, materials, supplies, contract services, sales, use or similar taxes, etc.).

**13. Force Majeure**

Neither party hereto shall be deemed to be in default of any provision of this Agreement, for any failure in performance resulting from acts or events beyond the reasonable control of such party. For purposes of this Agreement, such acts shall include, but shall not be limited to, acts of nature, civil or military authority, civil disturbance, war, strikes, fires, power failure, other catastrophes or other force majeure events beyond the parties' reasonable control, provided however that the provisions of this paragraph and article shall not preclude Customer from cancelling or terminating this Agreement as otherwise permitted hereunder, regardless of any force majeure event occurring to County.

**14. Consequential Damages**

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORSEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, TRANSMISSION INTERRUPTIONS OR DEGRADATION, INCLUDING BUT NOT LIMITED TO DAMAGE OR LOSS OF PROFITS OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES OR CLAIMS OF CUSTOMERS, WHETHER OCCASIONED BY ANY REPAIR OR MAINTENANCE PERFORMED BY OR FAILED TO BE PERFORMED BY A PARTY, OR ANY OTHER CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

**15. Public Contracting Provisions**

The provisions of Oregon public contracting law, ORS 279B.020 through 279B.235, to the extent applicable, are incorporated herein by this reference.

**16. Non-Appropriation or Change in Law**

Notwithstanding any other provisions of this Agreement, the parties hereby agree and understand that if County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from performing under this Agreement, the Agreement shall terminate and Customer shall pay County any remaining pro rata fees for services due to the date of such termination payable pursuant to Section 7 of this Agreement.

**17. Compliance with Laws**

Customer shall comply with all applicable federal, state, county and city laws, ordinances and regulations, including regulations of any administrative agency thereof, heretofore or hereafter adopted or established, during the entire term of this Agreement.

**18. Taxes and Assessments**

- a. Customer agrees to pay any and all applicable national, federal, state, county and local taxes, fees, assessments or surcharges, and all other similar or related charges, which are imposed or levied on the Fiber, or because of Customers use of the Services under this Agreement (collectively, "Taxes), whether or not the Taxes are imposed or levied directly on the Customer, or imposed or levied on the County because of or arising out of the use of the Services either by the Customer, or its affiliates, or anyone to whom Customer has sold or otherwise granted access to the Services. Customer agrees to pay these Taxes in addition to all other fees and charges as set forth elsewhere in this Agreement.
- b. "Taxes" include, but are not limited to, business and occupation, commercial, district, excise, franchise fee, gross receipts, license, occupational, privilege, property, Public Utility Commission, right-of-ways, utility user, or other similar taxes, fees surcharges and assessments as may be levied against Customer, or against County and passed through to Customer.

**19. Termination**

- a. Either party may terminate this Agreement for convenience following 90 day's written notice to the other party.
- b. Pursuant to Section 20 of this Agreement, either party may terminate this Agreement in the event of default of the Agreement by the other party. Neither the County nor the Customer shall be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express

written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- c. If Customer terminates this Agreement for any reason other than County's default or failure to perform, County shall be entitled to 5% of the remaining contract amount for the unexpired term of this Agreement.

**20. Default**

1. Either of the following events shall constitute a default:
  - a. Failure to perform or comply with any material obligation or condition of this Agreement; or
  - b. Failure to pay any sums due under this Agreement.
2. Any defaulting party shall have thirty (30) days in which to cure following written notice of default by the non-defaulting party.

**21. Remedies**

If this Agreement is terminated by the County due to a breach by the Customer, then the County shall have any remedy available to it in law or equity. If this Agreement is terminated for any other reason, Customer's sole remedy is reimbursement of the pro rata amounts paid to County on the unexpired term of this Agreement, less any setoff to which the County is entitled.

**22. Amendment**

Any amendments to this Agreement shall be in writing and shall be signed by all parties.

**23. No recourse Against the Grantor**

Customer shall have no recourse whatsoever against County or its officials, boards, commissions, or employees for any loss, costs, expense, or damage arising out of any provision or requirement contained herein, or in the event this Agreement or any part thereof is determined to be invalid.

**24. Notice**

Any notice hereunder shall be in writing and shall be delivered by personal service or by United States certified or registered mail, with postage prepaid, or by electronic mail as follows:

**Notice to the County**

Manager, Clackamas Broadband Express

Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
[ddexter@clackamas.us](mailto:ddexter@clackamas.us)  
Fax Number (503) 655-8255

with a copy to

Chief Information Officer  
Clackamas County Technology Services  
121 Library Court  
Oregon City, Oregon 97045  
[cbxinfo@co.clackamas.or.us](mailto:cbxinfo@co.clackamas.or.us)  
Fax Number: (503) 655-8255

**Notice to the Customer**

Astound Broadband, LLC Service Order:PSOP96150  
Gayna Meardy  
3700 Monte Villa Parkway, Suite 110  
Bothell, WA 98021  
[Gayna.meardy@wavewholesale.com](mailto:Gayna.meardy@wavewholesale.com)  
425.236.1253

Either Party, by similar written notice, may change the address to which notices shall be sent.

**25. Debt Limitations**

This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and County's performance is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**26. No Attorney Fees**

No attorney fees shall be paid for or awarded to either party in the course of any dispute or other recovery under this Agreement. It is the intent of the parties that each shall bear the costs of its own legal counsel.

**27. Governing Law**

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

District of Oregon.

**28. Survival**

All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 9, 12, 14, 21, 23, 25, 26, 27, 28, and 30, and all other rights and obligations which by their context are intended to survive.

**29. Severability**

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.

**30. Whole Contract**

THIS CONTRACT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE CONTRACT BETWEEN THE PARTIES RELEVANT TO THE PURPOSE DESCRIBED HEREIN AND SUPERSEDES ALL PRIOR AGREEMENTS OF PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS CONTRACT. NO WAIVER, CONSENT, MODIFICATION, OR CHANGE OF TERMS OF THIS CONTRACT WILL BE BINDING ON EITHER PARTY EXCEPT AS A WRITTEN ADDENDUM SIGNED BY AUTHORIZED AGENTS OF BOTH PARTIES.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the date and year first above written.

**Clackamas County**

By (signature): \_\_\_\_\_

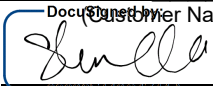
Name:   Tootie Smith  

Title:   Chair  

Date:   2/25/2021  

**Customer**

Astound Broadband, LLC

By (signature):  \_\_\_\_\_  
DocuSign Envelope ID: 62638F413C174AA...

Name (print):   Stacey Vandell

Title: National Director, wholesale

Date: 2/15/2021



**APPENDIX A****SERVICE AND RATE SCHEDULE****1. Specified Services and Rates**

The following are the sites, services, and rates agreed to by County and Customer at which Customer shall be provided services on the fiber optic network during the term of the Agreement. It is understood by both parties that service to these sites shall be provided for the rates below, subject to any rate increases otherwise applicable in accordance with terms herein. It is further understood that, during the term of the Agreement, Customer may add services to existing or new locations, or change services and/or locations, but that such changes are subject to the rates for such additional services.

**2. Construction, Installation and Activation**

For construction, installation and activation work and provision of fiber optic network components, the County shall charge Customer nonrecurring charge(s) as specified in Section 5 of Appendix A. All facilities constructed under this Agreement and Appendix A shall be owned, operated, and maintained by the County.

**3. Service Changes and Conversions**

Both parties agree that Customer may add or change services during the term of the Agreement, but that such changes are subject to applicable rates, and upgrade and downgrade charges.

**4. Annual Recurring Charges**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Monthly Rate (\$)</b>
1	Slack loop adjacent to PGE pole #766 located south of Estacada, OR on Day Hill Rd.	207 Broadway St Estacada, OR 97023	One Pair (two) dark fibers	\$255.00

**5. Nonrecurring Charges**

	<b>From</b> (Connecting Point A:Site Name & Address)	<b>To</b> (Connecting Point B:Site Name & Address)	<b>Service</b>	<b>Amount (\$)</b>
1	Slack loop adjacent to PGE pole #766 located south of Estacada, OR on Day Hill Rd.	207 Broadway St Estacada, OR 97023	Construction	\$4,250.00

**6. Late Payment Interest**

Customer will be charged interest for any payment made after its due date (thirty

(30) days after receipt of invoice). Interest is charged at a rate of one and a half percent (1.5%) per month, or eighteen percent (18%) annually, on any installment not paid when due.

**7. Annual Consumer Price Index (CPI) Adjustments**

All fees and minimum charges are subject to Consumer Price Index (CPI) adjustments, to be applied annually. The amount of the fees and charges specified herein may increase annually by a percentage up to the change in the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (<https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm>), based upon the rate of change as stated from the last month reported to the same month of the preceding year. In the event such Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication evaluating the information theretofore used in determining the Consumer Price Index shall be used in lieu of such Consumer Price Index.

***Remainder of this page intentionally left blank.***

## **APPENDIX B**

### **MAINTENANCE AND OPERATIONS SPECIFICATIONS AND PROCEDURES**

#### **1. Defined Terms**

- a. “Routine Maintenance” is all preventive maintenance activities and repairs.
- b. “Non-Routine Maintenance” is all efforts and activities in response to an emergency circumstance which requires restoration of service.

#### **2. General**

- a. County shall operate and maintain a Network Control and Management Center (NCAM) staffed twenty-four (24) hours a day, seven (7) days a week, by trained and qualified personnel. County shall maintain telephone number (503) 742-4219 to contact personnel and NCAM. County’s NCAM personnel shall dispatch maintenance and repair personnel along the fiber optic network to repair problems detected through the NCAM’s remote surveillance equipment, by the Customer, or otherwise.
- b. In the event Customer identifies a circumstance which requires restoration of service, Customer shall provide NCAM personnel the name and address of the facility with the problem, the identification number of the Fiber circuits in question, and the name and telephone numbers of Customer’s personnel to contact for site access and status updates. NCAM personnel shall immediately contact a County technician and provide the Customer contact information. County technician shall contact Customer within one (1) hour of initial call.
- c. If the County’s technician cannot repair the service interruption by telephone, County shall use commercially reasonable efforts to have its first maintenance employee or contractor at the site requiring repair within four (4) hours of the initial call to the NCAM. County will then work continuously until service has been restored.
- d. County shall use commercially reasonable efforts to notify Customer twenty one (21) days prior to the date of any planned non-emergency maintenance activity. In the event that a County planned activity is canceled or delayed for any reason as previously notified, County shall notify Customer as soon as reasonably possible and will comply with the provisions of the previous sentence to reschedule any delayed activity.

**3. Fiber Optic Network**

- a. County shall maintain the fiber optic network in good and operable condition and shall repair the fiber in a manner consistent with industry standards and using commercially reasonable efforts.
- b. County shall perform appropriate routine maintenance on the fiber optic network in accordance with County's then current preventive maintenance procedures. County's maintenance procedures shall not substantially deviate from industry practice.

**4. Restoration**

- a. When restoring damaged fiber, the Parties agree to work together to restore all traffic as quickly as possible. County, immediately upon arriving on the site of the damage, shall determine the best course of action to be taken to restore the fiber and shall begin restoration efforts.
- b. It will be the responsibility of County and Customer to report to one another respectively any known environmental or safety hazards which would restrict or jeopardize any maintenance work.
- c. Upon notification of interruption of fiber optic network service, disrepair, impairment or other need for repair or restoration of the fiber and the location of the damaged fiber, County shall pursue commercially reasonable efforts to mobilize technicians to achieve necessary repair or restoration, including, but without limitation, having maintenance personnel at the affected site within four (4) hours after receipt of such notice with the required restoration material and equipment.
- d. In the event that Customer's use of the fiber optic network is interrupted due to an occurrence of a force majeure event, repairs and restoration shall be made as expeditiously as reasonably possible. Customer recognizes that four (4) hour response time represents optimal conditions, and may be impossible to achieve when emergency restoration of fiber optic network integrity is required or when responding to certain remote locations. Actual response times will be influenced by such factors as terrain, weather conditions present at the time the request is made and actual mileage to the fault site.
- e. For purposes of this section, "commercially reasonable efforts" means activities and performances consistent with prudent utility practice, existing contract provisions for County technicians and/or employees, practices required for preserving the integrity of the fiber optic network, and response times that do not jeopardize the health and safety of the employees, contractors and agents of County and Customer.

5. Customer shall be responsible for paying County standard maintenance rates and charges for any calls to County for maintenance issues related to the Fiber that County later confirms as resulting from another source other than functionality of the Fibers.

***Remainder of this page intentionally left blank.***

## APPENDIX C

### FIBER SPLICING AND TESTING STANDARDS AND PROCEDURES

#### 1. Fiber and Connector Standards

##### a. **Connector Standards**

The loss value of any pigtail connector and any associated fiber jumper or pigtail with matching mode field diameters will not exceed .5dB at 1550 nm. The loss value of a connector and its associated jumper with mismatched mode field diameters should not exceed .8 dB.

##### b. **Field Splice Standards**

The objective for each splice is an averaged loss value of 0.1 dB or less when measured bi-directionally with an OTDR at 1550 nm. In the event of damage and subsequent restoration of the Fibers, commercially reasonable efforts will be made to restore the Fibers to this standard. If after 3 restoration splicing attempts, County is not able to produce a loss value of 0.1 dB or less bi-directionally at 1550 nm, then 0.5 dB or less bi-directionally at 1550 nm will be acceptable. Fibers not meeting the 0.1 dB or less specification will be identified as Out Of Specification (OOS). Documentation of the three attempts (re-burns) to bring the OOS fiber within specification will be provided.

##### c. **Span Loss**

It is County's responsibility to insure proper continuity of all fibers at the fiber level, not just the pigtail level. Any "frogs" or fibers that cross in the route will be remedied by County. The following span loss calculation will be used:

$$(A * L) + (0.1 * N) + C = \text{Acceptable Span Loss}$$

A = Attenuation per KM at 1550 nm

L = Optical length of cable measured in kilometers (from OTDR Trace)

N = Number of splices in a span

C = Connector loss. The connector loss will not exceed .5dB. The section test will have (2) pigtail connectors/splices under test, so 1.0dB will be allowed for this loss.

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JUVENILE DEPARTMENT  
**JUVENILE INTAKE AND ASSESSMENT CENTER**  
 2121 KAEN ROAD | OREGON CITY, OR 97045

February 25, 2021

Board of County Commissioners  
 Clackamas County

Members of the Board:

**Approval of an Intergovernmental Agreement with Oregon Health Authority for Behavioral Rehabilitation Services (BRS) Reimbursements**

<b>Purpose/ Outcomes</b>	Provide partial reimbursement for Short-Term Residential Placements with services contracted through non-profit organizations.
<b>Dollar Amount and Fiscal Impact</b>	The estimated maximum annual net revenue to Clackamas County is \$273,049.
<b>Funding Source</b>	Oregon Health Authority
<b>Duration</b>	Effective January 1, 2021 and terminates on December 31, 2022
<b>Previous Board Action</b>	The previous Intergovernmental Agreement (IGA) for this revenue was IGA number 144378. The original IGA was signed by Don Krupp, County Administrator, on 12/23/2013; Amendment 1 signed by Ellen Crawford, Juvenile Director, on 2/5/14; Amendment 2 signed by Don Krupp, County Administrator on 2/18/2015; Amendment 3 signed by Don Krupp, County Administrator, on 12/12/16; Amendment 4 was signed by Jim Bernard, Chair, on 5/23/19; Amendment 5 was signed by Jim Bernard, Chair, on 12/10/20.
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. The purpose of the Supervision Services Program is to provide intervention, accountability, compliance monitoring, and support services to youth referred to the Department so they can understand the impact of their actions, repair harm, successfully complete supervision, and stop committing offenses.</li> <li>2. Ensure safe, healthy, and secure communities.</li> </ol>
<b>Counsel Review</b>	JM- January 7, 2021
<b>Procurement Review</b>	Did this purchase go through the Procurement Division: N/A
<b>Contact Person</b>	Ed Jones, Administrative Services Manager – Juvenile Department 971-806-7862
<b>Contract No.</b>	167781-0

**BACKGROUND:**

The mission of the Clackamas County Juvenile Department (“CCJD”) is to provide equitable juvenile justice, family support, intervention, and reformation services to youth so they can repair harm to victims, experience positive change, and contribute to a safe, healthy, and secure community.

CCJD supports a system of interventions that addresses a youth’s risk factors and supports success for that youth. Youth are to be served in the most developmentally appropriate, least restrictive, and most cost-effective level of intervention. To support these youth, CCJD must have short term residential placement resources for youth not able to be safely returned to their families and are not suitable for juvenile detention.

Attached is a new Intergovernmental Agreement (IGA) with Oregon Health Authority (OHA) that replaces IGA 144378, which expired on 12/31/2020. The new IGA continues to provide partial Medicaid reimbursement for Short-Term Residential Care bed costs for eligible youth. A local fund match is required prior to reimbursement. There is not a limit on the amount of reimbursement available per the IGA. The net reimbursement, after the match, is approximately 42% of the current cost per bed per day. The estimated possible annual net revenue for 100% utilization of the 9 short-term residential placement beds contracted with two (2) non-profit organizations equals \$273,049. The actual net revenue received is based solely on utilization of these short-term residential placement beds by eligible youth.

**RECOMMENDATION:**

Staff recommends the Board approval of the new IGA with Oregon Health Authority to continue to receive reimbursement of shelter bed costs.

Respectfully submitted,



Christina L. McMahan, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Lisa Krzmarzick at 503-919-1306





Agreement Number 167781

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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

This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA,” and

**Clackamas County  
Acting by and through its Juvenile Department  
2121 Kaen Road  
Oregon City, Oregon 97045  
Attention: Christina McMahan, Ed Jones  
Telephone: (503) 650-3180  
E-mail address: [cmcmahan@co.clackamas.or.us](mailto:cmcmahan@co.clackamas.or.us), [ejones@co.clackamas.or.us](mailto:ejones@co.clackamas.or.us)**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to OHA’s

**Health Systems  
Medicaid Program Unit  
500 Summer Street NE, E35  
Salem, Oregon 97301  
Agreement Administrator: Amy Gordin or delegate  
Telephone: (503) 545-0885  
E-mail address: [amy.gordin@dhsaha.state.or.us](mailto:amy.gordin@dhsaha.state.or.us)**

**1. Effective Date and Duration.**

Upon signature by both parties, this Agreement shall become effective on **January 1, 2021** or, when required, approved by Department of Justice, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **December 31, 2022**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

- b. 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: this Agreement without Exhibits, Exhibits D, B, A and C.
- c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**3. Consideration.**

- a. OHA will reimburse the County for billed Basic Rehabilitation Services for the Behavior Rehabilitation Services (BRS) program at service rates as defined in Exhibit 1 of Oregon Administrative Rules (OAR) 410-170-0000 through 410-170-0120.
- b. County shall provide local matching share funds to OHA for the State financial portion of the BRS as indicated in Exhibit A, Part 2 of this Agreement.

**4. Contractor or Subrecipient Determination.**

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

County is a subrecipient     County is a contractor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: **93.778, 93.767**

**5. County Data and Certification.**

**a. County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** Clackamas County

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: lkrzmarzick@clackamas.us

Telephone: ( 503 ) 655-8788 /503-919-1306 Facsimile: ( 503 ) 655-8448

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

Workers' Compensation Insurance Company: Self-Insured

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:

- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney

General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

**EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS**

**6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Clackamas County  
Acting by and through its Juvenile Department  
By:**

_____	Tootie Smith
Authorized Signature	Printed Name
Chair	_____
Title	Date

**State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190  
By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved for Legal Sufficiency:**

Approved via email by Jeff Wahl on 12/30/2020.

## **EXHIBIT A**

### **Part 1 Statement of Work**

- 1.** County shall:
  - a.** Provide Shelter Services as defined in, and in accordance with Oregon Administrative Rules (OAR) 410-170-0000 through 410-170-0120 for Behavior Rehabilitation Services (BRS).
  - b.** Monitor BRS service delivery as necessary to ensure the Services and costs charged to OHA are accurate;
  - c.** Submit applications for enrollment determinations for BRS Client(s) who are potentially eligible for Medicaid to OHA;
  - d.** Pursue third party reimbursement for costs attributable to activities performed under this Agreement prior to seeking reimbursement for OHA;
  - e.** Transfer local matching share funds to OHA prior to OHA paying County's claim and claiming federal share portion of cost attributable to the performance of the activities covered by this Agreement.
  - f.** Submit claims to OHA on approved claims forms using the assigned Oregon Medicaid Provider Number for the provision of BRS to Medicaid eligible BRS Client(s).
  - g.** Pursuant to OAR 410-120-1380(1)(c), check the exclusion lists to ensure that subcontractors are not excluded from providing services as defined in OAR 410-170-0030(1)(e).

## EXHIBIT A

### Part 2 Payment and Financial Reporting

1. **Summary of Medicaid Payment Methodology.**
  - a. Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid covered services. County shall provide, in advance, the non-federal share for eligible BRS services under this Agreement. County shall provide the non-federal share of the total allowable claim attributable for Medicaid activities performed, transferring its non-federal share to OHA prior to OHA paying the claim and claiming the federal share portion of the claim from CMS.
  - b. County's matching non-federal share portion must be from allowable sources not obligated to match other federal funds for any other federal program.
  - c. OHA will reimburse County the total allowable amount for providing BRS services claimed and County shall receive and retain the full amount of the total computable payment for Medicaid covered services claimed for FFP.
2. OHA will reimburse County for billed BRS at the service rates defined in Exhibit 1 of OAR 410-170-000 through 410-170-0120. OHA will only pay for work performed and documented in accordance with this Agreement.
3. County shall submit BRS claims to OHA using the MMIS system, using the OHA-assigned Oregon Medicaid Provider Number.
4. OHA will inform County of the non-federal share percentage applicable to claim reimbursement. The applicable date for applying the non-federal share percentage will be the date that the claim is actually submitted for federal reimbursement. Before OHA pays the claim and claims the federal share portion of the claim from CMS, County shall transfer funds from allowable sources to OHA representing the non-federal share of the total allowable cost for claimed BRS services, in accordance with OHA <https://www.oregon.gov/oha/hsd/ohp/pages/local-match.aspx>.
5. Upon receipt of County's transfer of the non-federal share and Oregon Department of Human Services' "ODHS" receipt of BRS claims in the MMIS system that are reimbursable to the extent of the transferred non-federal share amount, OHA will claim FFP from CMS and reimburse County for the total allowable claimed amount for the BRS services described in this Agreement.

6. The County, in accordance with 42 CFR 433.51, certifies by its signature to this Agreement that for the purposes of 42 CFR 433.51, the funds it transfers to OHA pursuant to this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds; and that all sources of funds are allowable under 42 CFR 433 Subpart B.

7. **Travel and Other Expenses.**

OHA will not reimburse County for any travel or additional expenses under this Agreement.



## EXHIBIT A

### Part 3 Special Terms and Conditions

#### 1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County 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, his or her guardian, or the responsible parent when the client is a minor child, or 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.
- b. 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.
- c. OHA, County and any subcontractor will share information as necessary to effectively serve OHA clients.

#### 2. Amendments.

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
  - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

### **3. County Requirements to Report Abuse of Certain Classes of Persons.**

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to ODHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring ODHS caseworker within 24 hours. County shall immediately contact the local ODHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. County shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to ODHS’ Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
  - (1) The name and address of the abused person and any people responsible for their care;
  - (2) The abused person’s age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

**4. Background Checks.**

- a.** Comply with all applicable Criminal Background Check Rules, including OAR 407-007-0200 through 407-007-0380 and OAR 943-007-000 through 943-007-0501, which may be revised on occasion. Pursuant to these rules, the following individuals working under this Contract are subject to a background check through the Background Check Unit serving the Oregon Health Authority:
  - i.** All employees of the County providing care or having access to clients, client information, or client funds.
  - ii.** All volunteers of the County providing care or having access to clients, client information, or client funds.
  - iii.** All subcontractors of the County providing care or having access to clients, client information, or client fun.
- b.** In order to comply with these rules, the County shall assign a qualified entity designee pursuant to OAR 407-007-0240 to submit and monitor background check requests and to act on all background check notices and directives from the Background Check Unit.
- c.** The County shall, and as applicable shall ensure that its subcontractors, maintain the notice of final fitness determination in the personnel file of each individual subject to a background check, for six years from the date of last action.
- d.** All employees, volunteers and subcontractors of the County receiving background checks from the Background Check Unit are required to report to the County any new arrests, convictions or investigations for child protective service or adult protective service abuse within one business day.
- e.** Within 10 days of such notification, the County is required to report to the Background Check Unit the individual's new history. The Background Check Unit may request a new background check to reevaluate the ongoing fitness of the individual.

**5. Family First Prevention Services Act of 2018 Requirement.**

The Family First Prevention Services Act of 2018 applies if County or any of its subcontractors receive Title IVE funds. County receiving Title IVE funds shall verify that any employee or subcontractor working in a child-care institution as defined in the Family First Prevention Services Act of 2018 meets all of the following requirements:

- a.** Has completed a fingerprint-based national criminal records check;
- b.** Has completed a child abuse check in any state where the individual has lived in the past five years;
- c.** The individual's criminal records check includes a review that the individual does not have a felony conviction for any of the following crimes: child abuse or neglect, spousal abuse, a crime against children (including child pornography), or

a crime involving violence, including rape, sexual assault or homicide but not including other physical assault or battery;

- d.** The individual’s criminal records check includes a review that the individual does not have, within the past 5 years, a felony conviction for any of the following crimes: physical assault, battery, or a drug-related offense.
- 6. Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
- 7. Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
- 8. Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### 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 County and OHA, 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. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County 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. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
    - (2) **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 or any provision of County'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 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.

- (3) 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.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County 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 County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

**b.** OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA 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 OHA is a party or by which OHA 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 OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered

by OHA and constitutes a legal, valid and binding obligation of OHA, 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. Funds Available and Authorized Clause.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

- 7. **Reserved.**

## 8. **Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, OHA will not own the right, title and interest in any intellectual property created or delivered by County or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the County owns, County grants to OHA 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.b.(1) on OHA's behalf, and (3) sublicense to third parties the rights set forth in Section 8.b.(1).
- c.** If state or federal law requires that OHA or County grant to the United States a license to any intellectual property, or if state or federal law requires that OHA or the United States own the intellectual property, then County shall execute such further documents and instruments as OHA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OHA. To the extent that OHA becomes the owner of any intellectual property created or delivered by County in connection with the Work, OHA 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 County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as OHA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

## 9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;



- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**10. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

**11. Termination.**

- a. **County Termination.** County may terminate this Agreement:
  - (1) For its convenience, upon at least 30 days advance written notice to OHA;
  - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
  - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 12. **Effect of Termination.**
  - a. **Entire Agreement.**
    - (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
    - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
  - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 13. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 14. **Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA 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. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable 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. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, 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 943-014-0305, as such rule may be revised from time to time.

17. **Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
18. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA 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.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
21. **No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA 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.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

23. **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.
24. **Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**OHA:** Office of Contracts & Procurement  
635 Capitol Street NE, Suite 350  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with

counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may

agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a.** Cancel or modify the stop work order by a supplementary written notice; or
- b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

## EXHIBIT C

### Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain 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 the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. 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 OHA. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### TYPES AND AMOUNTS

##### 1. WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

##### 2. COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated



premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$2,000,000 per occurrence. Annual aggregate limit shall not be less than \$4,000,000.

**3. AUTOMOBILE LIABILITY INSURANCE:**

**Required**    **Not required**

Automobile Liability Insurance covering Contractor’s business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**4. PROFESSIONAL LIABILITY:**

**Required**    **Not required**

**Professional Liability insurance** covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract by the Contractor and Contractor’s subcontractors, agents, officers or employees in an amount not less than \$2,000,000 per claim. Annual aggregate limit shall not be less than \$4,000,000. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

**5. NETWORK SECURITY AND PRIVACY LIABILITY:**

**Required**    **Not required**

Contractor shall provide network security and privacy liability insurance for the duration of the contract and for the period of time in which Contractor (or its Business Associates or subcontractor(s)) maintains, possesses, stores or has access to OHA or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance shall include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of OHA or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”), Payment Card Data and Protected Health Information (“PHI”)) in any format, including coverage for accidental loss, theft, unauthorized disclosure access or use of OHA data.

**6. PHYSICAL ABUSE AND MOLESTATION INSURANCE COVERAGE:**

**Required**    **Not required**

Abuse and Molestation Insurance in a form and with coverage that are satisfactory to the OHA covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor’s employees and volunteers. Policy endorsement’s definition of an insured shall include the Contractor, and the Contractor’s employees and volunteers.

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

**7. EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**8. ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**9. ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**10. WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the OHA or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the OHA has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**11. TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor 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 Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

**12. CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance OHA has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**13. NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**14. INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by OHA under this agreement and to provide updated requirements as mutually agreed upon by Contractor and OHA.

**15. STATE ACCEPTANCE:**

All insurance providers are subject to OHA acceptance. If requested by OHA, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to OHA's representatives responsible for verification of the insurance coverages required under this Exhibit C.

## EXHIBIT D

### 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, County 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 County, 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.** County 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, County 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 County 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 \$100,000 then County 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 OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** County 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, the County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, 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, the County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. The County 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 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 County 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 County 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 County 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. Resource Conservation and Recovery.** County 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.
- 7. Audits.**
- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to OHA within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** County 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.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
  - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
  - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
  - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** If applicable, County 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.**
  - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- 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. County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA 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. The County agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and





# DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

**Document number:** \_\_\_\_\_, hereinafter referred to as "Document."

I, \_\_\_\_\_  
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

\_\_\_\_\_ by email.

**Contractor's name**

On \_\_\_\_\_,  
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

\_\_\_\_\_  
Authorizing signature

\_\_\_\_\_  
Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

**Confidential**  
**CONTRACTOR TAX IDENTIFICATION INFORMATION**  
**For Accounting Purposes Only**

The State of Oregon requires contractors to provide their Federal Employer Identification Number (FEIN) or Social Security Number (SSN). This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(2). Social Security numbers provided pursuant to this section will be used for the administration of state, federal and local tax laws. The State of Oregon may report this information to the Internal Revenue Service (IRS). Contractors must keep this information current at all times. Contractors are required to notify the State of Oregon contract administrator within 10 business days if this information changes. The State of Oregon reserves the right to ask contractors to update this information at any time during the document term.

**Document number:** \_\_\_\_\_

Legal name *(tax filing)*: \_\_\_\_\_

DBA name *(if applicable)*: \_\_\_\_\_

Billing address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

FEIN: \_\_\_\_\_

**- OR -**

SSN: \_\_\_\_\_



Capt. Malcolm McDonald  
Director

**CLACKAMAS COUNTY COMMUNITY CORRECTIONS**  
 1024 MAIN STREET • OREGON CITY • OREGON • 97045  
 TELEPHONE 503-655-8603 • • • FAX 503-650-8942

February 17, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval Intergovernmental Agreement between Clackamas County  
Community Corrections and Willamette National Cemetery Provide Work Crew Services

<b>Purpose/Outcomes</b>	This IGA allows Community Corrections to provide offender work service crews for the Willamette National Cemetery.
<b>Dollar Amount and Fiscal Impact</b>	The IGA will provide approximately \$27,000.00 in revenue to support the Community Service program.
<b>Funding Source</b>	Willamette National Cemetery.
<b>Duration</b>	Effective once signed and terminates January 31, 2022.
<b>Previous Board Action</b>	First Renewal
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. Provide clients with a pro-social opportunity to give back to the community and be accountable for their offense.</li> <li>2. Alternative sentence saving money from jail beds not used.</li> </ol>
<b>Contact Person</b>	Capt. Malcolm McDonald, Director - Community Corrections 503-655-8717

**BACKGROUND:** Clackamas County Community Corrections will provide supervised offender work crews for sites under the control of Willamette National Cemetery. Crews consisting of a minimum of four offenders perform landscaping and cleanup for up to approximately six hours per day. Community Corrections provides a Work Crew Specialist to supervise each crew. This Agreement provides a way for offenders to give back to the communities they have victimized while generating revenue for the program. The \$450.00 per crew fee helps to offset the cost of staff supervision, tools, and transportation to and from the site. The term of this Agreement is for one year, February 1, 2021 through January 31, 2022.

**RECOMMENDATION:** Community Corrections respectfully requests that the Board of County Commissioners approve this Intergovernmental Agreement to provide work service crews to Willamette National Cemetery.

Respectfully submitted,

Malcolm McDonald, Director  
Community Corrections

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO. F360407-21-0000031 PAGE 1 OF 3

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 02-01-2021 4. ORDER NO. 36C78620A0007 36C78621N0392 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME Brian Trahan b. TELEPHONE NO. (No Collect Calls) 510-637-6287 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY Department of Veterans Affairs National Cemetery Administration Contracting Services 1301 Clay Street, 1230 North Oakland CA 94612 CODE 36C786 10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561730  HUBZONE SMALL BUSINESS  EDWOSB SIZE STANDARD: \$7.5 Million  SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE 12. DISCOUNT TERMS 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  13b. RATING N/A 14. METHOD OF SOLICITATION  RFQ  IFB  RFP

15. DELIVER TO Willamette National Cemetery 11800 SE Mt. Scott Blvd Happy Valley OR 97086 CODE 16. ADMINISTERED BY Department of Veterans Affairs National Cemetery Administration Contracting Services 1301 Clay Street, 1230 North Oakland CA 94612 CODE 36C786

17a. CONTRACTOR/OFFEROR CODE 3UFZ9 FACILITY CODE CLACKAMAS, COUNTY OF CLACKAMAS, COUNTY OF 110 BEAVERCREEK RD STE 100 OREGON CITY 97045 TELEPHONE NO. DUNS: 09699265 DUNS+4: 18a. PAYMENT WILL BE MADE BY Government Purchase Card PHONE: 1-877-752-0900 FAX: 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Willamette National Cemetery Landscaping Services</p> <p>This is a fixed unit price BPA call and the contractor will only be reimbursed for actual quantities provided and accepted by the Government.</p> <p>Mutual agreement of work schedule required for this call to take effect.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$27,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED  29. AWARD OF CONTRACT: REF. \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR Tootie Smith, Chair of BCC 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tootie Smith, Chair of BCC 30c. DATE SIGNED 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Brian Trahan Contracting Officer 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Brian Trahan Contracting Officer 31c. DATE SIGNED

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ACCOUNTING AND APPROPRIATION DATA .....	3

CONTINUATION PAGE

**A.2 PRICE/COST SCHEDULE**

**ITEM INFORMATION**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<b>2001</b>	Landscaping service  POP Begin: 02-01-2021 POP End: 01-31-2022	60.00	DY	\$450.00	\$27,000.00
	Funding/Req. Number: 1			\$27,000.00	F360407-21-0000031
<b>GRAND TOTAL</b>					<b>\$27,000.00</b>

**ACCOUNTING AND APPROPRIATION DATA**

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
<b>1</b>	NCA-2021--0129ADD-C0907000- C09070000--NCACEMOP--- MEM019-254206----970866937-00- NCACO01A---C09070000--2021---- --2001-1-	F360407-21-0000031 (P)	\$27,000.00

End of Document



**BUSINESS AND COMMUNITY SERVICES  
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT**

Development Services Building  
150 Beavercreek Road, Oregon City, OR 97045

Laura Zentner, BCS Director

March 4, 2021

Board of County Commissioners  
Clackamas County  
Board of North Clackamas Parks and Recreation District

Members of the Board:

Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District (NCPRD) and Cascade Heights Charter School

<b>Purpose/ Outcomes</b>	This addendum extends the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to NCPRD on March 30, 2018.
<b>Dollar Amount and Fiscal Impact</b>	This extends the Lease Agreement through June 30, 2022. FY 20-21 lease revenue is \$127,629 and increases 5% annually.
<b>Funding Source</b>	n/a
<b>Duration</b>	July 1, 2021 – June 30, 2022
<b>Previous Board Action</b>	<ul style="list-style-type: none"> <li>• March 29, 2018 – <i>Business Meeting</i> – Approval of the Strategic Partnership Facility Use and Transition Agreement between North Clackamas Parks &amp; Recreation District and North Clackamas School District</li> <li>• June 11, 2020 – <i>Business Meeting</i> – Approval of Addendum to Lease Agreement of Clackamas Elementary School Buildings and Grounds between North Clackamas Parks and Recreation District and Cascade Heights Charter School. The lease signed in June 2020 was intended to be a two-year lease, but was inadvertently only extended for one year.</li> </ul>
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. How does this item align with your department’s Strategic Business Plan goals? As described in BCS’s mission statement, the department is committed to providing essential economic development, public spaces, and community enrichment services to residents, businesses, visitors and partners so they can thrive and invest in a healthy, vibrant, and prosperous Clackamas County both now and in the future. This lease contributes additional revenue for the District to provide essential recreation services and enhanced public spaces for the residents of NCPRD.</li> <li>2. How does this item align with the County’s Performance Clackamas goals? This request to extend the lease agreement ensures a legally compliant and transparent business process, which aligns with the County goal of Building Public Trust through Good Government.</li> </ol>
<b>County Counsel Review</b>	JM 1.13.21
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was the item processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></li> <li>2. If no, provide brief explanation: Lease agreement does not require procurement approval. Agreement reviewed and approved by County Counsel.</li> </ol>



<b>Contact Person</b>	Kandi Ho, <i>NCPRD Acting Director</i> , 503-794-8001 Laura Zentner, <i>BCS Director</i> , 503-742-4351
<b>Contract No.</b>	

**BACKGROUND:**

North Clackamas Parks and Recreation District (NCPRD), a division of Business and Community Services Department, requests approval of an addendum to the lease agreement between NCPRD and Cascade Heights Charter School.

In March 2018, NCPRD entered into a Strategic Partnership Facility Use and Transition Agreement with North Clackamas School District, as part of the sale of the Hood View Sports Complex. A lease agreement between North Clackamas School District and Cascade Heights Charter School, for the Clackamas Elementary School Buildings and Grounds, was assigned to NCPRD as part of the Partnership Agreement.

This addendum extends the lease agreement through June 30, 2022, keeping all other terms and conditions as stated in the original Lease Agreement, Re-instatement, and addendums, including the rental rate, tenant’s permitted use, and landlord obligations.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve the addendum to the Lease Agreement with Cascade Heights Charter School.

**ATTACHMENTS:**

1. Addendum to Lease Agreement – Clackamas Elementary School Buildings and Grounds

Respectfully submitted,



Laura Zentner, Director  
Business and Community Services

ADDENDUM TO LEASE AGREEMENT  
Clackamas Elementary School Buildings and Grounds  
Effective July 1, 2021

Lessor: North Clackamas Parks and Recreation District  
150 Beaver Creek Rd  
Oregon City, OR 97045

Lessee: Cascade Heights Charter School, an Oregon corporation  
15301 SE 92<sup>nd</sup> Avenue  
Clackamas OR 97015

This is an addendum to extend the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to North Clackamas Parks and Recreation District on March 30, 2018. This document modifies the lease agreement as described below.

The length of the lease agreement is 12 months, which will begin on July 1, 2021, and end on June 30, 2022. All other terms and conditions are as stated in the original Lease Agreement, Re-Instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

DATED: Effective July 1, 2021

LESSOR:  
North Clackamas Parks and Recreation District

LESSEE:  
Cascade Heights Charter School

\_\_\_\_\_  
Tootie Smith  
NCPRD Board  
Chair

\_\_\_\_\_  
Cory Connors  
Cascade Heights Charter School  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ADDENDUM TO LEASE AGREEMENT  
Clackamas Elementary School Buildings and Grounds  
Effective July 1, 2021

Lessor: North Clackamas Parks and Recreation District  
150 Beaver Creek Rd  
Oregon City, OR 97045

Lessee: Cascade Heights Charter School, an Oregon corporation  
15301 SE 92<sup>nd</sup> Avenue  
Clackamas OR 97015

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The length of the lease agreement is 12 months, which will begin on July 1, 2021, and end on June 30, 2022. All other terms and conditions are as stated in the original Lease Agreement, Re-Instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

DATED: Effective July 1, 2021

LESSOR:  
North Clackamas Parks and Recreation District

LESSEE:  
Cascade Heights Charter School

\_\_\_\_\_  
Tootie Smith  
NCPRD Board  
Chair

\_\_\_\_\_  
Cory Connors  
Cascade Heights Charter School  
Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ADDENDUM TO LEASE AGREEMENT  
Clackamas Elementary School Buildings and Grounds  
Effective July 1, 2020

Lessor: North Clackamas Parks and Recreation District  
150 Beaver Creek Rd  
Oregon City, OR 97045

Lessee: Cascade Heights Charter School, an Oregon corporation  
15301 SE 92<sup>nd</sup> Avenue  
Clackamas OR 97015

This is an addendum to extend the Lease Agreement signed on August 12, 2011 by North Clackamas School District and Cascade Heights Charter School, reinstated July 1, 2017, and assigned to North Clackamas Parks and Recreation District on March 30, 2018. This document modifies the lease agreement as described below.

The length of the lease agreement is 12 months, which will begin on July 1, 2020, and end on June 30, 2021. All other terms and conditions are as stated in the original Lease Agreement, Re-Instatement, and addendums, including the rental rate, tenant's permitted use, and landlord obligations.

DATED: Effective July 1, 2020

LESSOR:

North Clackamas Parks and Recreation District, a County Service District



Jim Bernard  
Chair

June 11, 2020 IV. 1

Date

LESSEE:

Cascade Heights Charter School



5-26-2020

Cory Connors  
Cascade Heights Charter School  
Board Chair



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Contract between Water Environment Services and West Consultants, Inc., for the  
Stream Flow and Precipitation Monitoring Project

Purpose/Outcome	Provide stream flow and rainfall monitoring services to support WES's wastewater and stormwater infrastructure planning efforts, such as facility and collection system master plans, wastewater infiltration/inflow projects, and design standards.
Dollar Amount and Fiscal Impact	Total Contract Value of \$812,220.00 until December 31, 2026.
Funding Source	25% - 639-01-431350-42100/ 60%- 641-01-431350-42100
Duration	Contract until December 31, 2026
Previous Board Action/Review	BCC Issues on February 23, 2021
Strategic Plan Alignment	<p>This project will provide data for WES's infrastructure planning efforts that support the following strategic priorities and results:</p> <p>Grow a Vibrant Economy</p> <ul style="list-style-type: none"> <li>By 2024, 80% of businesses that pay family wage jobs seeking to locate or expand in Clackamas County will find serviceable commercial or industrial properties which meet their particular business needs.</li> </ul> <p>Ensure Safe, Healthy, and Secure Communities</p> <ul style="list-style-type: none"> <li>By 2025, 1,500 affordable housing units will be developed*. Those units will be stratified across Area Median Income (AMI) ranges as shown above.</li> </ul> <p>Honor, Utilize, Promote and Invest in our Natural Resources</p> <ul style="list-style-type: none"> <li>By January 2022, a Climate Action plan is adopted for our community with specific recommendations to reach the goal of being carbon neutral by 2050.</li> </ul>
Counsel Review	AK 2/4/2021
Procurement Review	Was this project processed through Procurement? Yes.
Contact Person	Ron Wierenga, WES Environmental Services Manager, 503-742-4581
Contract No.	3673

**BACKGROUND:** WES needs precipitation and wastewater/surface water flow data for wastewater and stormwater infrastructure planning efforts, such as facility and collection system master plans, wastewater infiltration/inflow projects, and design standards. Some data is available regionally that WES can use. The majority of the data need, however, is localized, in its own wastewater/surface water system, so has to be generated. Some of this data need is met in-house using WES staff and district resources, such portions of the wastewater flow monitoring network. Other data has historically been provided through service contracts where specialized expertise is required, or staffing resources are insufficient to meet the need.

WES has monitored continuous surface water flow in streams throughout the district for over fifteen years, and currently has long-term monitoring stations on four streams in WES's service area operated by a contractor. The data is used in water quality studies and hydrologic modeling in support of regulatory requirements and watershed health planning efforts.

WES has monitored precipitation at eight gauges located throughout the service area for nearly 40 years. The precipitation data is critical in helping understand WES's operational impacts in stormwater management and wastewater flow data, and is essential for infrastructure planning efforts, such as master plans. Changes in technology, needs and uses for the data, and the growth of WES's service area require upgrading and reconfiguring the precipitation gauge network.

WES has continuous monitoring and adaptive control (CMAC) systems in three regional stormwater ponds that use National Weather Service rainfall prediction to estimate the amount of rainfall and adjust pond operations accordingly. The equipment needs ongoing maintenance in order to function properly.

Under this five (5) year contract, the Contractor will continue the operating the stream flow monitoring sites, upgrade and operate the network of precipitation monitoring sites, and provide ongoing operation and support of the CMAC stormwater systems.

**PROCUREMENT PROCESS:** This project was advertised in accordance with ORS and LCRB Rules on October 28, 2020. Proposals were opened on December 1, 2020. The District received two (2) proposals: West Consultants, Inc. and Delta Operations. The Evaluation Committee selected West Consultants, Inc. as the highest ranking proposer recommended a contract be awarded.

**RECOMMENDATION:**

Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve and execute the Contract between Water Environment Services and West Consultants, Inc., for the stream flow and precipitation monitoring Project.

Respectfully submitted,



Greg Geist  
Director, WES

Placed on the \_\_\_\_\_ Agenda by the Procurement Division.



**WATER ENVIRONMENT SERVICES  
PERSONAL SERVICES CONTRACT  
Contract #3673**

This Personal Services Contract (this “Contract”) is entered into between **West Consultants, Inc.** (“Contractor”), and **Water Environment Services**, a political subdivision of the State of Oregon (“District”).

**ARTICLE I.**

1. **Effective Date and Duration.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2026**. Upon the mutual written consent of the parties, the Contract may be renewed for two (2) one (1) year renewals.
2. **Scope of Work.** Contractor shall provide the following personal services: Stream flow and precipitation monitoring (“Work”), further described in **Exhibit A**.
3. **Consideration.** The District agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Eight Hundred Twelve Thousand Two Hundred Twenty-Two dollars (\$812,220.00)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials basis in accordance with the rates and costs specified in **Exhibit B**. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in **Exhibit B**.
4. **Invoices and Payments.** Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made in accordance with ORS 293.462 to Contractor following the District’s review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the District will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

Invoices shall reference the above Contract Number and be submitted to: Leah Johanson.

5. **Travel and Other Expense.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expense shall only be reimbursed at the rates in the Clackamas County Contractor Travel Reimbursement Policy, hereby incorporated by reference and found at: <https://www.clackamas.us/finance/terms.html>. Travel expense reimbursement is not in excess of the not to exceed consideration.
6. **Contract Documents.** This Contract consists of the following documents, which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A, and Exhibit B. Unless explicitly agreed to by the parties in the Contract, any additional terms and conditions that may be contained in Exhibit B are void.

**7. Contractor and District Contacts.**

Contractor	District
Administrator: Hans Hadley Phone: 503-485-5490 Email: <a href="mailto:hhadley@westconsultants.com">hhadley@westconsultants.com</a>	Administrator: Leah Johanson Phone: 503-742-4620 Email: <a href="mailto:LJohanson@clackamas.us">LJohanson@clackamas.us</a>

Payment information will be reported to the Internal Revenue Service (“IRS”) under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

## **ARTICLE II.**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. District and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUTURE FUNDS.** Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the District in its sole administrative discretion.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. COUNTERPARTS.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- 6. GOVERNING LAW.** This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between District and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the District 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. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 7. RESPONSIBILITY FOR DAMAGES; INDEMNITY.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of Work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend Clackamas County and the District, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in



the name of District or any department of District, nor purport to act as legal representative of District or any of its departments, without first receiving from the Clackamas County Counsel's Office authority to act as legal counsel for District, nor shall Contractor settle any claim on behalf of District without the approval of the Clackamas County Counsel's Office. District may, at its election and expense, assume its own defense and settlement.

- 8. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the District reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, District cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of District for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to District employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. INSURANCE.** Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirements outlined below do not in any anyway limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the District and Clackamas County as an additional insureds on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or [procurement@clackamas.us](mailto:procurement@clackamas.us).

Required - Workers Compensation: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.
<input checked="" type="checkbox"/> Required – Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
<input checked="" type="checkbox"/> Required – Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
<input checked="" type="checkbox"/> Required – Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policy(s) shall be primary insurance as respects to the District. Any insurance or self-insurance maintained by the District shall be excess and shall not contribute to it. Any obligation that District agree to a waiver of subrogation is hereby stricken.

- 10. LIMITATION OF LIABILITIES.** This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 13 or Section 20 neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- 11. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to District, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours

after the email is sent during District's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

- 12. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of District. District and Contractor intend that such Work Product be deemed “work made for hire” of which District shall be deemed the author. If for any reason the Work Product is not deemed “work made for hire,” Contractor hereby irrevocably assigns to District all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as District may reasonably request in order to fully vest such rights in District. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. Notwithstanding the above, District shall have no rights in any pre-existing Contractor intellectual property provided to District by Contractor in the performance of this Contract except to copy, use and re-use any such Contractor intellectual property for District use only.
- 13. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to District that (A) Contractor has the power and authority to enter into and perform this Contract; (B) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (C) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; (D) Contractor is an independent contractor as defined in ORS 670.600; and (E) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided. The Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom, and District shall not be responsible for discovering deficiencies therein. The Contractor shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in information furnished by the District.
- 14. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 6, 7, 11, 13, 14, 16, 21 and 27, and all other rights and obligations which by their context are intended to survive. However, such expiration shall not extinguish or prejudice the District's right to enforce this Contract with respect to: (a) any breach of a Contractor warranty; or (b) any default or defect in Contractor performance that has not been cured.
- 15. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 16. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the Work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the District, which shall be granted or denied in the District's sole discretion. In addition to any provisions the District may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this Article II, Sections 1, 7, 8, 13, 16, and 27 as if the subcontractor were the Contractor. District's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- 17. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- 18. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle District to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 19. TERMINATIONS.** This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the District (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the District fails to receive funding, appropriations, or other expenditure authority as solely determined by the District; or (B) if contractor breaches any Contract provision or is declared insolvent, District may terminate after thirty (30) days written notice with an opportunity to cure.
- Upon receipt of written notice of termination from the District, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to District all documents, Work Product, information, works-in-progress and other property that are or would be deliverables had the Contract Work been completed. Upon District's request, Contractor shall surrender to anyone District designates, all documents, research, objects or other tangible things needed to complete the Work
- 20. REMEDIES.** If terminated by the District due to a breach by the Contractor, then the District shall have any remedy available to it in law or equity. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the District, less any setoff to which the District is entitled.
- 21. NO THIRD PARTY BENEFICIARIES.** District and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 22. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence in the performance this Contract.
- 23. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 24. FORCE MAJEURE.** Neither District nor Contractor shall be held responsible for delay or default caused by events outside the District or Contractor's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 25. WAIVER.** The failure of District to enforce any provision of this Contract shall not constitute a waiver by District of that or any other provision.
- 26. PUBLIC CONTRACTING REQUIREMENTS.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:

- a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
- c. Not permit any lien or claim to be filed or prosecuted against District on account of any labor or material furnished.
- d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling District to terminate this Contract for cause.
- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.

27. **NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.

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

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

**West Consultants, Inc.**

 2/4/2021  
 Authorized Signature Date

Hans Hatley / Vice President  
 Name / Title (Printed)

247729-80  
 Oregon Business Registry #

FBC/California  
 Entity Type / State of Formation

**Water Environment Services**

\_\_\_\_\_  
 Chair Date

\_\_\_\_\_  
 Recording Secretary

Approved as to Form:

 2/12/21  
 County Counsel Date

**EXHIBIT A**  
**RFP #2020-89**  
**STREAM FLOW AND PRECIPITATION MONITORING**  
Published October 28, 2020



**REQUEST FOR PROPOSALS #2020-89**

**FOR**

**Stream Flow and Precipitation Monitoring**

**BOARD OF COUNTY COMMISSIONERS**

**JIM BERNARD, Chair**

**SONYA FISCHER, Commissioner**

**KEN HUMBERSTON, Commissioner**

**PAUL SAVAS, Commissioner**

**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt  
County Administrator**

**George Marlton  
County Procurement Officer**

**Tralee Whitley  
Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE: December 1, 2020**

**TIME: 2:00 PM, Pacific Time**

**PLACE: Clackamas County Procurement Division  
Clackamas County Public Services Building  
2051 Kaen Road, Oregon City, OR 97045**

## SCHEDULE

Request for Proposals Issued.....	October 28, 2020
Protest of Specifications Deadline.....	November 4, 2020, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions.....	November 24, 2020, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	December 1, 2020, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award.....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date.....	January 2021

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## SECTION 1 NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that Water Environment Services (“WES”) through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, December 1, 2020** (“Closing”), to provide Stream Flow and Precipitation Monitoring. No Proposals will be received or considered after that time.

The resulting contract from this RFP require the consultant to begin work in January 2021 with work set to continue through December 2026.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-89-20.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services – Attention George Marlton, Chief Procurement Officer at 2051 Kaen Road, Oregon City, Oregon, 97045 or may be emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

### Contact Information

Procurement Process and Technical Questions: Tralee Whitley, [twhitley@clackamas.us](mailto:twhitley@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.



## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas Water Environment Services (“WES”), referred to as “District”, is seeking Proposals from consultants to provide services to provide comprehensive stream flow and precipitation monitoring services and operation and maintenance of three stormwater continuous monitoring and adaptive control systems (“Opti CMAC”).

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### 3.2 BACKGROUND

**Stream Flow Monitoring:** WES has monitored continuous open-channel surface flow throughout the District for over fifteen years. The data is used in water quality studies and hydrologic modeling in support of regulatory requirements and watershed health assessments. Based on recommendations from a 2012 assessment of historical gaging stations and data, WES modified the flow monitoring program and is currently collecting continuous flow monitoring data from the following locations:

- Kellogg Creek at Rowe Middle School
- Mt. Scott Creek at Hwy 224
- Phillips Creek above Sunnybrook Blvd
- Rock Creek above Hwy 212

**Precipitation Monitoring:** WES has a number of precipitation gauges located throughout the service area, including:

- Willamette Pump Station
- Happy Valley Regional Pond
- Carver Pump Station
- Boring WRRF
- Hoodland WRRF
- Tri-City Treatment Plant
- Kellogg WRRF
- Kellogg at Rowe Middle School

Changes in technology, needs and uses for the data, and the growth of WES’s service area have created the need to upgrade the precipitation gauge network. The existing rain gauge network has evolved over nearly 40 years. Based on recommendations from a 2019 assessment, WES has identified upgrades for existing sites and new sites for precipitation gauge installations. Specifically, the existing network of locations needs to be updated to industry best-practices and guidance from The National Oceanic and Atmospheric Administration (“NOAA”) National Weather Service on ideal spacing and site installation. The goal is to collect a continuous record of accurate, high quality, and reliable precipitation data on a daily basis. The precipitation data is critical in helping understand WES’s operational impacts in stormwater management and sanitary sewer flow data, as well as developing a long-term meteorological record in the area for the purpose of establishing a climatology for future flow, climate, and hydrologic modeling efforts.

**Opti CMAC System:** In 2017, WES installed the Opti continuous monitoring and adaptive control (CMAC) system in 3 detention ponds. Opti is a smart technology that uses the National Weather Service (NWS) rainfall prediction to estimate the amount of rainfall and response accordingly. The Opti system adjusts the orifice in the ponds to handle a certain amount of rainfall and store it rather than letting it drain straight through. Each Opti site has an OptiNimbus panel that controls an adjustable orifice that is connected to NWS to determine the amount of rainfall and its probability.

WES is seeking a qualified contractor to continue the flow monitoring operation and maintenance, implement the recommended changes to the precipitation monitoring, and complete the on-going operation and maintenance of the Opti system as described in the scope of work.

### **3.3. SCOPE OF WORK**

#### **3.3.1. Scope:**

Anticipated services under this contract include:

#### **Task 1: Streamflow Monitoring**

- 1. Stream gage operation and maintenance:** Use standard United States Geological Survey (“USGS”) field operation and maintenance procedures for on-going operation and maintenance of all stream gaging stations, including routine site visits, discharge measurement calculations, and rating curve development.
- 2. Process and compute stage and discharge data:** Use standard USGS procedures to compute stage and discharge records at the stream gages and use these ratings to compute streamflow.
- 3. Data analysis and reporting:** Provide quality control review and adjustment, calculate data, and prepare tables of 15-minute discharge, mean daily discharge, discharge measurement summaries, and level summaries. Use of USGS format is preferred.
- 4. Stream gage installation and relocation:** Based on previous stream monitoring analysis and recommendations, this effort may include the installation of new/more reliable stream gages, relocation of existing gages, or installation of rain gages. Repair and/or replacement of equipment at existing gaging stations, as necessary due to failure or vandalism.

**Deliverables:** All data will be delivered to WES in Excel tables or other format compatible with existing data. All data will be regularly uploaded to a specified network location, FTP site, or another Clackamas County Technology Service’s provided alternative. Data shall be uploaded as a CSV file, less than 4MB in size, at the scheduled frequency established by WES.

Provide an annual summary of stream gage maintenance performed and annual summary of Quality Assurance/ Quality Control (“QA/QC”) performed consistent with USGS procedures.

#### **Task 2: Precipitation Network**

WES has a number of precipitation gauges located throughout the service area. A number of existing sites have been discontinued because they are not set up according to NOAA recommendations, some existing equipment is out dated, gauges are not spatially distributed appropriately to reflect variability, and no QA/QC of the data has been performed to confirm that data collected is meets NOAA standards. Discontinuing unnecessary gauges, upgrading equipment, and performing regular QA/QC will ensure that high quality, defensible data is collected for use by WES.

With the goal of collecting data that meets NOAA recommendations, WES is seeking a consultant to assist with operations and development of a high quality long-term record at the following sites:

- 1. Willamette Pump Station/Blue Heron**
  - a. *Current Equipment:* Tipping bucket precipitation gauge. Data logger unknown. Mounted to the side of the pump station very near the roof and subject to erroneous readings from roof splash and turbulent wind effects.
  - b. *Required Upgrade:* A new precipitation gauge and air temperature sensor that will meet NOAA exposure recommendations. Install with telemetry to make data available in near real time.
- 2. Happy Valley Regional Pond**
  - a. *Current Equipment:* Davis 7857 tipping bucket precipitation gauge mounted on 3" pipe approximately 4-5 ft above ground. The sensor is connected to an Opti control panel and OptiThunder telemetry.
  - b. *Required Upgrade:* No new equipment needed. Routine maintenance of precipitation gauge per Opti O&M recommendations.
- 3. Carver Pump Station**
  - a. *Current Equipment:* None
  - b. *Required Upgrade:* Installation of new precipitation gauge and air temperature sensor on a pipe near the building that will meet NOAA exposure recommendations. The pipe will be attached to the existing chain-link fence to prevent digging in the ground near the high voltage equipment. The site will also be installed with telemetry to make data available in near real time.
- 4. Boring Water Resource Recovery Facility (WRRF)**
  - a. *Current Equipment:* None.
  - b. *Required Upgrade:* A new, heated precipitation gauge and air temperature sensor installed on a pipe mounted to the concrete vault. The site will also be installed with telemetry to make data available in near real time. WES will provide an AC power outlet at this location.
- 5. Hoodland WRRF**
  - a. *Current Equipment:* Volumetric rain gauge with manual readings.
  - b. *Required Upgrade:* A new, heated precipitation gauge and air temperature sensor will be installed on a pipe mounted to the concrete vault. NOAA recommended exposure is impacted by tall fir trees surrounding the property. The site will also be installed with telemetry to make data available in near real time. WES will provide an AC power outlet at this location.
- 6. Tri-City WRRF**
  - a. *Current Equipment:* Global Water tipping bucket rain gage, wind speed and direction, air temperature, humidity and barometric pressure sensors connected to a Siemens ET200S Remote Base Controller and interfaced directly with Siemens S7-400 Programmable Logic Controller (PLC).
  - b. *Required Upgrade:* A new precipitation gauge and meteorological sensors (wind speed and direction, barometric pressure, relative humidity and air temperature) will be installed on a pipe mounted in the ground near the southwest corner of the property. This location will meet NOAA exposure requirements and will provide convenient access to maintain all sensors. The site will also be installed with telemetry to make data available in near real time. The existing equipment will be left in place for operators to use with the PLC.
- 7. Kellogg Creek WRRF**
  - a. *Current Equipment:* Global Water tipping bucket rain gage, wind speed and direction, air temperature, humidity and barometric pressure sensors connected to a Siemens ET200S

Remote Base Controller and interfaced directly with Siemens S7-400 Programmable Logic Controller (PLC).

- b. *Required Upgrade:* A new precipitation gauge and meteorological sensors (wind speed and direction, barometric pressure, relative humidity and air temperature) will be installed on a pipe mounted in the ground in between the two clarifiers in the northwest corner of the property. This location will meet NOAA exposure requirements and will provide convenient access to maintain all sensors. The site will also be installed with telemetry to make data available in near real time. The existing equipment will be left in place for operators to use with the PLC.

#### **8. Kellogg at Rowe Middle School**

- a. *Current Equipment:* Hydrological Services TB3 Tipping Bucket with Waterlog 522+ data logger and GOES radio.
- b. *Required Upgrade:* None.

**Deliverables:** All data will be delivered to WES in Excel tables or other format compatible with existing data. All data will be regularly uploaded to a specified network location, FTP site, or another Clackamas County Technology Service's provided alternative. Data shall be uploaded as a CSV file, less than 4MB in size, at the scheduled frequency established by WES.

Provide an annual summary of precipitation gage maintenance performed and an annual summary of QA/QC performed consistent with NOAA recommendations/standards.

#### **Task 3: Opti System**

1. **Update/Modify Systems:** WES has experienced chronic issues with the Opti systems located in Happy Valley Regional Pond A and Happy Valley Regional Pond B. This task will include coordinating with WES and Opti to troubleshoot the Opti systems and make necessary modifications to fix errors and improve performance. WES anticipates HV Regional Pond A will need a new level sensor and new location for the sensor.
2. **System operation and maintenance:** Implement the operation and maintenance manual provided by Opti, and included in Appendix A. Includes on-going operation and maintenance of all Opti sites, including routine site visits, routine maintenance and corrective maintenance as needed. Routine maintenance includes quarterly inspection of all systems.

**Deliverables:** Quarterly summary of routine and corrective maintenance activities performed at each site.

#### **The following items are included and incorporated within this RFP:**

1. Opti O&M Manual (Attachment A)
2. 2012 Flow Monitoring Assessment (CDM) (Attachment B)

#### **3.3.2. Term of Contract:**

The term of the contract shall be from the effective date through **December 31, 2026**, with the option for two (2) additional one (1) year renewals thereafter subject to the mutual agreement of the parties.

**3.3.3 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.



The applicable Sample Personal Services Contract, for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Personal Services Contract (unless checked, item does not apply)

The following paragraphs of the Professional Services Contract will be applicable:

- Article I, Paragraph 5 – Travel and Other Expense is Authorized
- Article II, Paragraph 27 – Confidentiality
- Article II, Paragraph 28 – Criminal Background Check Requirements
- Article II, Paragraph 29 – Key Persons
- Exhibit A – On-Call Provision

The following insurance requirements will be applicable:

- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Project Understanding and Approach	0-40
Qualifications, Experience, and Organization	0-30
Project Management	0-10
Quality Assurance/Quality Control Plan	0-10
Fees	0-10
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

5.1.1. Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

5.1.3. County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

5.1.4. Proposal may not exceed a total of **20 pages** (single-sided), inclusive of all exhibits, attachments or other information.

### **Provide the following information in the order in which it appears below:**

**The response to this RFP shall include the following information. Respondents should provide complete and current information for all categories.**

**5.2 Project Understanding and Approach (40 Points):** Provide a concise statement of the project teams' understanding of the project. Identify key issues that you feel are important to this project. Describe how the project team would approach this project. Describe data delivery methods and options.

**5.3 Qualifications, Experience, and Organization (30 Points):** Describe the specific role each key person will assume on the proposed project team. Identify the Project Manager and highlight specifically why they were selected for this role. Provide a description or graphic that show how these staff will be organized. Include specific recent experience and qualifications for these individuals. Identify the location of the office of the lead firm in which the professional services will be performed. If sub-consultants or joint venture partners are proposed as part of the team, state the reason for their involvement. Provide resumes (maximum 2 pages) for each key staff member. Provide professional registration number and state of registration (if applicable). Identify the firm's (including partners and sub-consultants) accomplishments in similar projects. List similar projects performed by key staff before other projects. List similar projects completed by the lead firm in the last five years. Include a contact name, phone number, and address for each project.

**5.4 Project Management (10 Points):** Describe the project management methods that will be used to control the consultant's cost and schedule. Indicate methods for liaison and communications with WES and for progress reporting.

**5.5 Quality Assurance/Quality Control Plan (10 Points):** The consultant shall describe the project team's proposed plan to ensure Quality Assurance/Quality Control (QA/QC) for this project. Identify the key

personnel responsible for QA/QC for each deliverable. Identify specific recommendations, standards, or practices to implement the QA/QC.

**5.6 Fees (10 Points):**

Provide a detailed budget of anticipated costs for the proposed Scope of Work as described in Section 3. Fees will be on a time and material basis demonstrating a monthly total and a not to exceed annual total.

**5.7. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP#2020-89**

Submitted by: WEST Consultants, Inc. (formed in California)  
**(Must be entity's full legal name, and State of Formation)**

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

Resident Bidder, as defined in ORS 279A.120  
 Non-Resident Proposer, Resident State \_\_\_\_\_  
Oregon Business Registry Number 247729-80

Contractor's Authorized Representative:

Signature:  Date: December 1, 2020  
Name: Hans Hadley Title: Vice President  
Firm: WEST Consultants, Inc.  
Address: 2601 25th Street SE, Suite 450  
City/State/Zip: Salem, OR 97302 Phone: ( 503 ) 485-5490  
e-mail: hhadley@westconsultants.com Fax: (503) 485-5491

Contract Manager:

Name Hans Hadley Title: Vice President  
Phone number: (503) 485-5490  
Email Address: hhadley@westconsultants.com



**EXHIBIT B**  
**VENDOR'S REPSONSE**



December 1, 2020

Attention: George Marlton, Chief Procurement Officer

Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

### River Measurement

#### A Division of WEST Consultants

811 NE 154th Street  
Vancouver, WA 98685-1347  
(360) 571-2290

### Washington

12509 Bel-Red Rd., Ste. 100  
Bellevue, WA 98005-2535  
(425) 646-8806

### Arizona

8950 S. 52nd St., Ste. 210  
Tempe, AZ 85284-1043  
(480) 345-2155

33252 S. Aguirre Lane, Unit A  
P.O. Box 1267  
Red Rock, AZ 85145-1007  
(619) 865-4406

### California

101 Parkshore Drive  
Folsom, CA 95630-4726  
(916) 932-7402

11440 W. Bernardo Ct., Ste. 360  
San Diego, CA 92127-1644  
(858) 487-9378

### Oregon

2601 25th Street SE, Ste. 450  
Salem, OR 97302-1286  
(503) 485-5490

### Texas

8951 Cypress Waters Blvd.  
Dallas, TX 75019-4784  
(214) 932-3015

### Re: Request for Proposals #2020-89 for Stream Flow and Precipitation Monitoring

Dear Clackamas County Water Environment Services:

WEST Consultants, Inc. (WEST) appreciates having the opportunity to submit our qualifications to Clackamas County Water Environment Services (WES) for Streamflow and Precipitation Monitoring. As defined by ORS 279A.120, WEST is considered a resident bidder. WEST routinely installs and relocates gaging stations, operates and maintains stream and precipitation gages, processes and computes stream and precipitation data, and analyzes data and prepares reports. In addition, WEST employs industry experts in stormwater management, green infrastructure, hydraulic and hydrologic modelling, and forecast informed reservoir operations (FIRO). The WEST staff has first-hand experience with the WES stream and precipitation monitoring program, as well as the Opti CMAC systems, and has the familiarity, resources and technical skills to expertly and efficiently meet all of the needs of this project.

Our completion of assigned tasks under multiple contracts with WES from 2012-2020 demonstrate that WEST is highly capable of providing the services requested in this RFP. WEST is uniquely qualified to continue uninterrupted operation of the 4 stream gaging stations and the precipitation gage at Rowe Middle School because we have been involved with these stations since their inception. All raw data, processed data, and stage-discharge ratings are stored in our AQUARIUS water data management software – the same used by USGS. In addition, we visited sites and provided recommendations for the WES Precipitation Network Report (2019) and visited the Opti CMAC systems (2020) to provide recommendations to WES.

Our highly trained staff have many years of experience performing the work required under this contract and can provide all project elements defined in the RFP without delay. If you have any questions or need any additional information, please contact me at 503-485-5490.

Sincerely,

**Hans Hadley, P.E., CFM**

Vice President WEST Consultants Inc.



## 5.2 PROJECT UNDERSTANDING AND APPROACH

### 5.2.0 HISTORY

Our understanding of Clackamas County stream gaging projects dates back to 2001 when Steve Gustafson, retired WEST project manager, was contracted by the county to install staff gages and crest-stage gages for Clackamas County Water Environment Services (WES).

In 2012, we prepared a report titled *“Assessment of Stream Gaging Stations and Methodology Used for Collecting and Storing Streamflow Data”* offering site-by-site recommendations to improve the quality and reliability of streamflow data collected by WES. We evaluated site characteristics, equipment, data collection, and data processing procedures at ten (10) locations where WES had been working to compute a continuous record of streamflow.

In 2013, we worked closely with WES staff to identify locations for four new stream gages. We recommended the purchase of specific instrumentation identical to those used by the United States Geological Survey (USGS) at many gaging stations throughout the Pacific Northwest. We installed and began operation and maintenance of the Kellogg Creek and Mount Scott Creek stations in 2013, Phillips Creek in 2014, and Rock Creek in 2015.

In 2015, we were selected to perform the Stream Gage Improvement and Flow Monitoring Project for WES, and have been operating the four gaging stations ever since. During this contract we have upgraded the Kellogg Creek gaging station with a precipitation sensor and satellite telemetry. In 2019, we visited gages for the proposed precipitation network and prepared a report titled *“Precipitation Network Report for Water Environment Services”* detailing the current status of the gages and recommendations to improve the monitoring network. In 2020, we visited the Opti CMAC system to familiarize ourselves with the project and provided recommendations for future repair, operation, and maintenance. Additionally, in 2020, we assisted WES by installing three gaging stations for the Carli Creek Water Quality Project. The current contract between WEST and WES expired on November 30, 2020.

We are certified with the State of Oregon Construction Contractors Board (CCB) to perform con-

struction activities for the stream gaging, precipitation monitoring, and Opti System tasks outlined below. Our Oregon CCB license number is 172125.

### 5.2.1 STREAM GAGING APPROACH

The key issues to be addressed under the streamflow monitoring portion of this project are the continued use of standardized USGS field operation and maintenance procedures, standardized USGS data computation procedures utilizing appropriate software, and adherence to accepted quality assurance and quality control (QA/QC) procedures.

Our highly trained and experienced staff are fully prepared to continue operation and maintenance of the four gaging stations without any delay or need to familiarize ourselves with the project. The four stations to be operated include:

- ◆ Kellogg Creek at Rowe Middle School - 14211328
- ◆ Mt. Scott Creek at Hwy 224 - 14211350
- ◆ Phillips Creek above Sunnybrook Blvd - 14211345
- ◆ Rock Creek above Hwy 212 – 14210847

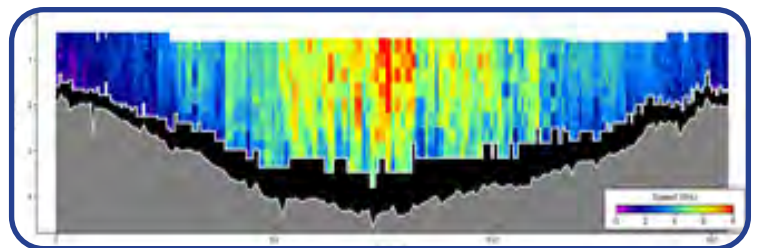


Image 1: River Cross Section with Acoustic Doppler Velocity Profiler

Our team will approach this project with the continued use of standard USGS field operation and maintenance procedures for all stream gaging stations. Routine site visits will be scheduled at approximately six- to eight-week intervals to maintain stage-discharge ratings and service equipment. Observations will be recorded while at the field site on a standard USGS or equivalent discharge measurement form. For routine site visits, the technician will read and compare stage readings from both the data logger and staff gage, download data from the data logger, note the current characteristics of the channel that influence the stage-discharge rating, conduct a discharge measurement, and service the crest-stage gage. The rechargeable 12-volt battery that powers the stage

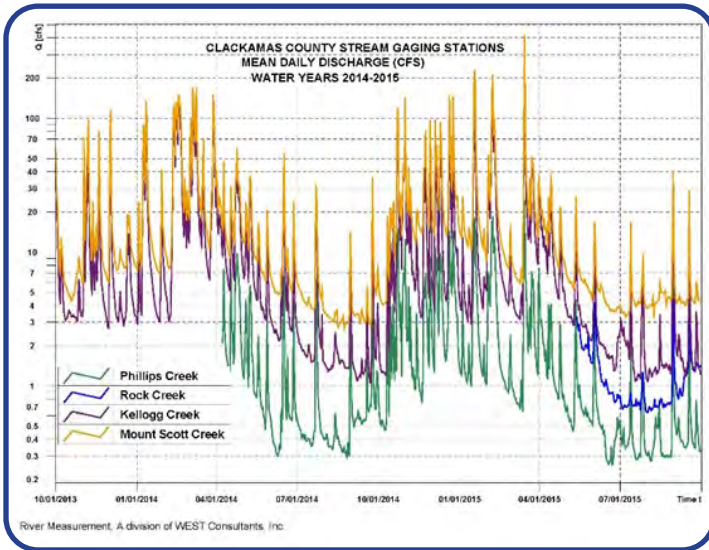


Image 2: Plot of mean daily discharge showing streams in Clackamas County during 2014-2015 water years.

sensor and data logger will be replaced as needed. An important, but often ignored, step in gaging station operation is to maintain the vertical datum that has been established at each gage. We will do this by surveying gage components every three to five years to check and adjust for any vertical movement.

The discharge measurement method used by the USGS is the Midsection Method. This method will be used to calculate discharge for the gaging station. Conducting discharge measurements at high flow will be a priority, and additional site visits may be required for

this purpose. When a stream cannot be waded safely, we will use our SonTek River Surveyor M9 Acoustic Doppler Current Profiler (ADCP) or conventional USGS type bridge equipment to measure flow.

We propose using standard USGS procedures to compute stage and discharge records for this project. The relationship between stage and discharge at each station will be established by developing stage-discharge curves for each stream gage. Discharge measurements, made with approved equipment and methods, will be used to develop and calibrate a rating curve. The stage data combined with the stage-discharge curves are used to compute discharge using the specialized AQUARIUS software developed by Aquatic Informatics.

The USGS also uses AQUARIUS for analysis and reporting of stream gage data. All raw and processed data is organized and backed-up on our servers.

During the year, we will closely monitor data from the telemetry enabled gaging stations to look for potential equipment or environmental issues. This allows us to visit sites quicker if we notice a problem affecting data collection.

At the end of each water year, we will provide the following finalized deliverables to WES:

- EXCEL table of stage and discharge for the entire year at 15-minute intervals
- EXCEL table of mean daily discharge

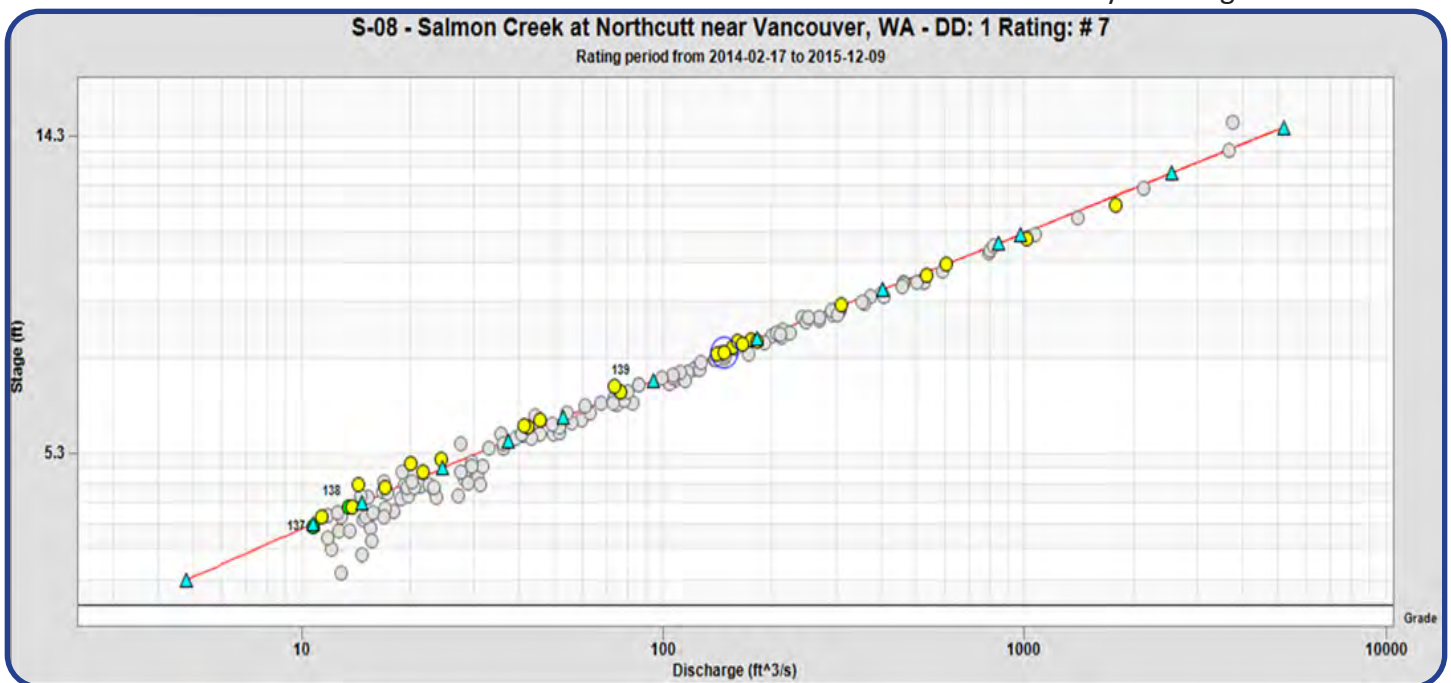


Image 3: Aquarius Rating Curve tool used for stage-discharge rating curve development and application.



- Mean daily discharge table with statistics
- Discharge measurement summary
- Station analysis document describing performance of gaging station and explanation of methods used to compute the stage and discharge record
- Plots and tables documenting stage-discharge ratings used during the year
- Hydrograph of mean daily discharge for entire year
- Results of surveying at stations
- A summary of any maintenance or repairs for each station

If new flow monitoring stations are determined to be necessary by WES, the main issues to consider will be site selection, selection and purchase of appropriate instrumentation, and assurance that installations will continue to operate long-term under all expected conditions.

### 5.2.2 PRECIPITATION APPROACH

Similar to the stream gaging stations, site and instrumentation selection are important considerations for precipitation monitoring. In 2019, we prepared a report detailing the proposed precipitation monitoring locations and recommended equipment to be used at those location. We will approach this project with the



Image 4: Kellogg Creek at Rowe Middle School gage after precipitation upgrade

use of standard National Oceanic and Atmospheric Administration (NOAA) and USGS operation and maintenance procedures for all precipitation gages. High quality installation, equipment, maintenance, and QA/QC of the data collected will ensure the integrity of a long-term record.

We will begin this project with a client-centric approach to review the goals of data collection, equipment, and site locations before proceeding with ordering equipment and installation of the gages. We understand the precipitation locations will include:

- Willamette Pump Station/Blue Heron
- Happy Valley Regional Pond
- Carver Pump Station
- Boring WRRF
- Hoodland WRRF
- Tri-City Treatment Plant
- Kellogg WRRF
- Kellogg at Rowe Middle School

After confirming details for each site, we will place an order for equipment which typically takes four to six weeks to arrive from manufacturers. If there are no delays, and notice to proceed is received in early January 2021, we anticipate having all the precipitation gages operating by the end of March 2021.

We propose installing the high quality TB3 tipping bucket (TB) rain gage from Hydrological Services at all locations. This widely used gage yields long-term, accurate, and repeatable results. This is the same make and model of precipitation gage that is currently installed at the Kellogg Creek at Rowe Middle School gaging station. An optional heater (TBH) will be added for sites where snow & freezing rain is expected to impact the record (Hoodland WRRF and Boring WRRF). Tipping bucket type gages are very accurate, and when connected to a datalogger can provide a continuous, long-term record without the need for operators to take precipitation measurements or retrieve data on a daily or weekly basis. When well maintained, they are one of the most accurate and affordable types of precipitation gages on the market, and they are widely used across the United States.

For data loggers at the new precipitation stations, we propose using CR300 loggers with internal cellular modems from Campbell Scientific. In our 2019 report, we originally proposed using data loggers



Image 5: WEST technician performing maintenance on a Chehalis River Basin Flood Warning precipitation gage.

purchased from Campbell Scientific and will be integrated with each data logger at Tri-City WRRF and Kellogg Creek WRRF. Standalone air temperature sensors will be deployed at the other four gages. The data loggers will be programmed to measure and record data from all sensors every 15 minutes and will be configured so that remote access is available via cellular telemetry. Currently owned LoggerNet software will allow us to download the data on a set interval to look for any problems and quickly remedy them. The cellular enabled data logger will also have the option to push data to a website where WES can quickly view and download data to see current conditions in near real-time.

from Sutron Corporation, but we have become aware of cost saving and performance advantages of using Campbell Scientific data loggers that will benefit WES. The CR300 data loggers can be configured with basic cellular telemetry and can be upgraded to satellite telemetry if desired. Meteorological sensors measuring air temperature, relative humidity, barometric pressure, wind speed, and wind direction will also be

Power sources at the new sites will be a mix of solar and alternating current (AC) power, and 12-volt battery systems will be installed at all locations to provide backup power. Data logger and power components will be installed inside locking NEMA4 enclosures to protect equipment from the weather. All components at the new precipitation stations will be installed in a manner comparable with NOAA and USGS installations. See **Table 1** on the

Location	Data Logger	Telemetry	Telemetry Type	Power	Precip	Air Temp	Wind Spd/Dir	Rel. Humidity	Barometer	Maintenance Needed
Blue Heron	CR300	Yes	Cell/GOES	Solar	TB	Yes	No	No	No	Yes
Boring	CR300	Yes	Cell/GOES	AC	TBH	Yes	No	No	No	Yes
Carver PS	CR300	Yes	Cell/GOES	Solar	TB	Yes	No	No	No	Yes
Happy Valley	Opti	Yes	Opti	AC	TB	No	No	No	No	Yes
Hoodland	CR300	Yes	Cell/GOES	AC	TBH	Yes	No	No	No	Yes
Kellogg Rowe	H-522+	Yes	GOES	Solar	TB	Yes	No	No	No	Yes
Kellogg WRRF	CR300	Yes	Cell/GOES	Solar	TB	Yes	Yes	Yes	Yes	Yes
Tri-City WRRF	CR300	Yes	Cell/GOES	Solar	TB	Yes	Yes	Yes	Yes	Yes

CR300 = Campbell Scientific, TB = Tipping bucket, TBH = Tipping bucket with heater, AC = AC power, solar = solar panel, cell = cellular modem, GOES = Geostationary Operational Environmental Satellite radio.

Table 1: summary of precipitation stations



previous page for summary of precipitation stations.

We propose visiting the sites quarterly, unless remote telemetry indicates a problem with the data that requires more immediate service. During each visit, the tipping bucket rain gage will be inspected, cleaned, and a tip test will be performed. Technicians will take detailed notes documenting existing conditions and any changes or repairs made to the station. Technicians will use an independent sensor to compare to each parameter measured at the gage. Once per year a volumetric calibration of the rain gage will be performed to ensure accurate performance. Should a precipitation gage not pass calibration, it will be removed from service and repaired. A spare precipitation gage will be installed during this time. Following established procedures like inspection, cleaning, and calibration of precipitation gages is important to collect high-quality, reliable data.

Data will be downloaded from the data logger and will be transferred to our licensed AQUARIUS software where it is backed up locally and offsite. Data will be reviewed in the software on a weekly basis to look for any potential problems.

At the end of each water year we will provide the following finalized deliverables to WES:

- ◆ EXCEL table of 15-minute, daily, and monthly precipitation
- ◆ EXCEL table and graphs of 15-minute air temperature, wind speed/direction, barometric pressure, and relative humidity
- ◆ Daily and monthly precipitation table and graph
- ◆ Station analysis document describing performance of gaging station and explanation of methods used to compute the record
- ◆ A summary of any maintenance or repairs for each station.



Image 6: Opti Pond B near SE 145th Ave.

### 5.2.3 OPTI CMAC

We understand that there have been chronic issues with the Opti systems located at Happy Valley Regional Pond A and Pond B. These Opti systems provide continuous monitoring and adaptive control which uses data collected at the ponds (water level) and National Weather Service (NWS) rainfall predictions to open or close the variable flow rate valve at the outlet structure of the ponds. This optimization of the pond structures helps reduce peak streamflows and pollutant transport from storm events.

We have experience with this type of system on a much larger scale. We have updated a number of water control manuals and standard operation procedures for the Corps of Engineers and Bureau of Reclamation, and have extensive experience with Forecast Informed Reservoir Operations (FIRO). Although these services from WEST are not anticipated to be used, they speak to our experience with this type of work.

We will approach this task the same as we approach all of our work. We will meet with and discuss the problems with WES to further our understanding of the issues. Once we have that information, we will assign key personnel to complete the work. The same personnel who work on the streamflow and precipitation monitoring network will be used for the Opti

systems. We will communicate with Opti and WES to develop a strategy to solve the problems for each pond. We will then work with Opti and WES to implement the solution.

During routine and corrective site visits, we will take appropriate notes and pictures to document conditions found and remedies put in place. We recommend having a base staff gage at each location with a water level sensor. This allows maintenance personnel to quickly read the current water level from the base gage and compare it to electronic readings made by a water level sensor. Typically, readings should agree at least within 0.1 ft. Stream gage and lake levels are usually measured to 0.01 ft, but that accuracy requirement may not apply to the Opti system. Differences of more than 0.1 ft would likely indicate a problem with the water level sensor. Submersible pressure transducers, like the ones installed at the ponds are subject to damage from freezing and can be affected by sedimentation.

We understand that a new water level sensor may be needed at Pond A. A Keller Levelgage submersible pressure transducer is currently installed at Pond A and costs approximately \$500 to purchase new. We can work with Opti to replace or reprogram any other components of the system that need maintenance.



Image 7: New staff gage installed for client in Clackamas County to quickly reference lake water levels.

It should be noted that the Opti Systems have **two significant safety issues** :

**1. Confined space entry:** The vertical shafts are considered a Confined Space for which Occupational Safety and Health Administration (OSHA) has a very stringent set of rules to follow. If needed to perform work in the space, we propose to enter using the Alternate Entry Process. To comply with this process, we will:

- a. Make site visits with two or more personnel
- b. Turn off AC or solar power at the sites
- c. Perform the work when pond levels are low, and precipitation is not expected
- d. Provide continuous forced-air ventilation into the culvert, and continuously monitor (by gas monitor instrument) for atmospheric hazards at chest level of the person working in the culvert
- e. Document each entry using an OSHA-approved form

**2. 120 Volt AC power systems:** A licensed electrician will perform work on the AC power systems, if needed.

We have reviewed the maintenance procedures recommended by Opti and can perform the procedures as outlined. Specifically, we will visit the ponds on a quarterly basis to inspect:

1. Level Sensor: Read the base gage and compare it to electronic water level readings, inspect for debris, fouling, and sedimentation and clean as necessary
2. Actuator: Inspect for debris, obstructions, and corrosion, and clean as necessary
3. Trash Rack and Stilling Well: Inspect for debris and clean as necessary.

We can perform winterization procedures if necessary, but it is anticipated that ponds will continue to operate year-round. We will keep a log summarizing all maintenance procedures and will provide a quarterly summary report to WES that documents all maintenance activities.

In addition to routine maintenance, it is anticipated that there will be some corrective repairs such as replacing sensors, cellular modems, actuators, or other parts. For example, the Opti Control panel communicates with the Opti Platform via a 3G cellular modem. Most major carriers have indicated that 3G service



will be discontinued from late 2020 to early 2022. We will coordinate these replacement costs with WES and work with Opti to upgrade the components as needed

### 5.2.4 DATA DELIVERY

Data delivery methods will be similar for the stream gaging, precipitation monitoring, and Opti System tasks. It is standard procedure to review and finalize all data following the end of each water year (October 1 to September 30). Provisional data will be sent to WES when requested prior to the end of the

water year. During data review and approval after the end of each water year, a station analysis detailing annual maintenance and computations performed on the data will be prepared. We will deliver finalized data after the end of the water year in Excel tables and other formats consistent with industry practices, such as those used by USGS. Custom reports can be created as necessary. Data can be provided via email, specified network location, FTP site, or via an alternative method specified by WES.

## 5.3 QUALIFICATIONS, EXPERIENCE, AND ORGANIZATION

We offer a staff that includes 57 highly trained engineering and scientific professionals, including 25 licensed engineers, specifically dedicated to the field of water resources. In addition, we have 11 Diplomates of Water Resources Engineering (D.WRE) certified by the American Academy of Water Resources Engineers (AAWRE). For over 32 years, we have been offering a unique depth and breadth of resources and experience in water resource engineering that is typically absent from much larger, less specialized, firms.

The River Measurement Division (RM) of WEST provides a full range of hydrologic data collection and hydrographic stream survey services necessary for development of watershed management and stream restoration plans, monitoring of environmental conditions, and ensuring compliance with regulatory standards. Our hydrologic data collection and hydrographic survey services include: ADCP measurements; streamflow measurements; rating curve development and records; suspended & bed load sediment samples/bed material and bank samples; water quality sampling; design/construct stream gaging stations; instrumentation selection/installation; meteorological data collection; monitoring network operation and maintenance; hydrographic surveys; and reservoir sedimentation surveys.

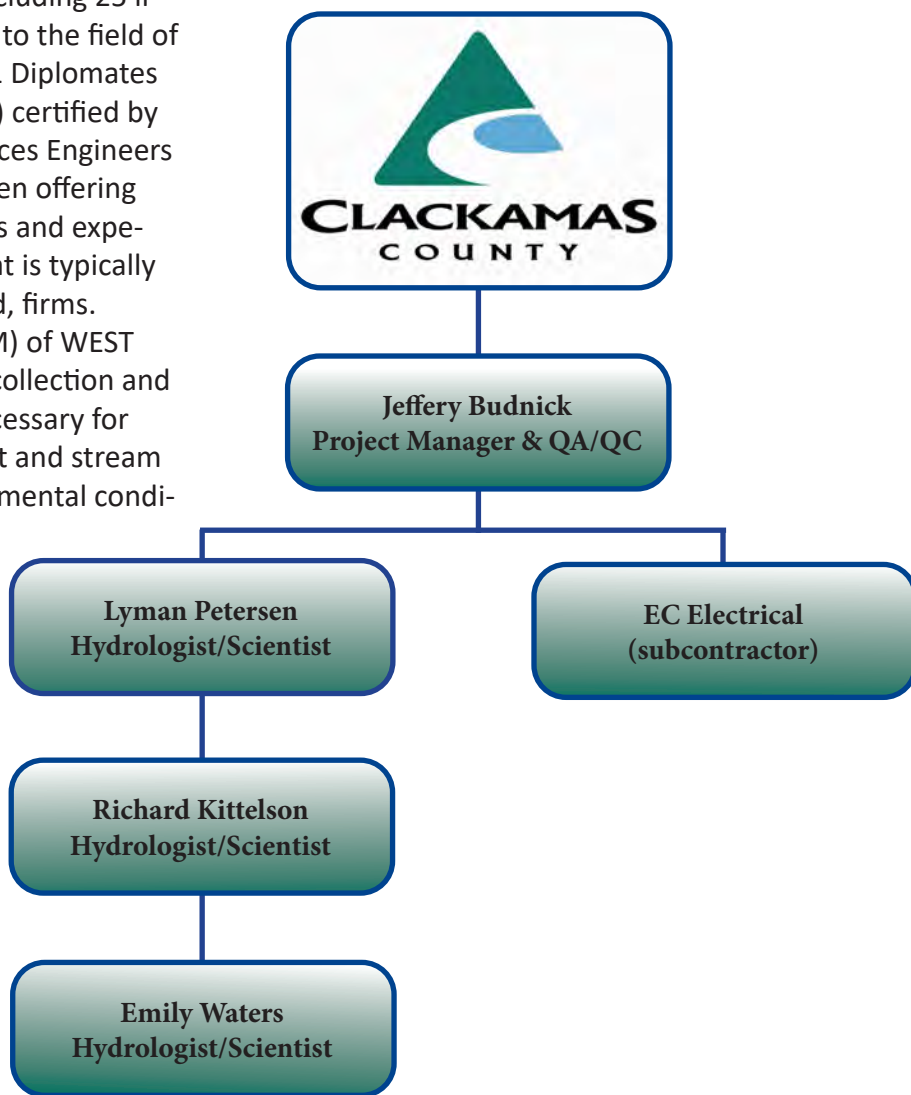


Figure 1: WEST's organizational chart

We own and routinely operate industry-standard equipment and software that is directly applicable to this project including: SonTek M9 ADCP; FlowTracker2; USGS pygmy and AA meters; bridge equipment for AA meters; data loggers; water level sensors; telemetry devices; precipitation calibration devices; AQUARIUS time series and rating development software; various survey gear including RTK GPS and robotic total station; and much more. We routinely use submersible type pressure transducers interfaced with data loggers and programmable logic controllers to measure, record, and transmit water levels in groundwater wells, rivers, lakes, and streams. We are familiar with installation and maintenance techniques for these and other types of sensors that includes ultrasonic, radar, bubbler, and shaft encoder devices for measuring water levels. We routinely service gaging stations and perform field work year-round which has allowed us to become experts at what we do.

The project team organization chart is presented as **Figure 1** on the previous page.

Qualifications for key personnel are summarized as follows (half-page resumes are provided in Appendix A):

**Jeffery Budnick** is the proposed project manager and QA/QC lead for the work outlined in this RFP. He will also perform field work as needed. He was chosen for his over 15 years of experience specializing in surface water and precipitation data collection projects. He has extensive experience designing, installing, troubleshooting, and operating water level, flow, water quality, and meteorological gaging stations. He also specializes in hydrographic surveying in support of WEST hydrologic and hydraulic modeling projects. He serves in his proposed capacity on the current contract with WES, as well as other similar projects for Clean Water Services and the City of Salem.

**Lyman Petersen** is proposed as the lead field technician for the project due to his experience working on similar projects for Clean Water Services, The Chehalis Basin Flood Authority, and the City of Salem. He will assist with installation and troubleshooting of field sites and will be involved with data analysis at the end of each water year. He has 10 years of experience specializing in hydrological and meteorological monitoring, and hydrographic surveying. Mr. Petersen has managed project logistics for building and operating

hydrological and meteorological monitoring stations both in urban settings and remote forested areas. He has operated and maintained surface and ground-water level, water quality, rainfall, and snow depth gaging stations.

**Richard Kittelson** will assist with field work and troubleshooting as needed for this project and was chosen for his vast experience with similar work. He has over 40 years of USGS experience in every aspect of surface water data collection, data analysis, and report writing. This includes monitoring streamflow and water quality parameters on streams that are small and intermittent, to rivers as large as the Columbia. He has made thousands of discharge measurements, in all stream environments and at extreme flows and has constructed numerous monitoring stations.

**Emily Waters** will assist with field work and gage installations as needed and will also perform data review at the end of each year as she does for similar projects. She has 5 years of experience with the company. She visits hydrological and meteorological monitoring stations to calibrate equipment, make flow measurements, and download data. She has also assisted with the installation of numerous stream gaging, water quality, and meteorological stations in a variety of settings. Additionally, Ms. Waters analyzes streamflow, temperature, and rainfall data, checking multiple sites weekly for site errors or data inconsistencies.

**EC Electric (EC)** is joining WEST for this project as a subcontractor. EC is one of the largest privately held electrical contractors in the Pacific Northwest with offices in Albany, Bay City, Eugene/Springfield, Portland, Redmond, and Seattle. They offer turnkey electrical construction solutions regardless of project scope or size. EC's outstanding service reputation goes back to the company's founding. Many of their long-term service agreements have been in place for decades and include critical operations like hospitals, transportation, and power generation. EC was chosen for this project due to their knowledge of the Opti systems. EC provided electrician services for the installation of the Opti ponds in 2017. They are involved because of the potential work on the high voltage components at the Opti ponds.



## RELEVANT PROJECT EXPERIENCE

### Example Project No. 1

#### Stream Gaging Services

Operation and maintenance of four stream gaging stations which includes one precipitation gage.

**PROJECT OWNER:**

Clackamas County, Oregon  
Ron Wierenga, Environmental Services Manager  
Water Environment Services  
150 Beaver Creek Rd. #430  
Oregon City, OR 97045  
rwierenga@clackamas.us  
503-742-4581

**Relevance:**

Gage maintenance	Flow measurements
Precipitation monitoring	Water quality
Repair/troubleshooting	Equipment selection
Gage installation	

**WEST Team Members:**

Budnick, Petersen, Kittelson, and Waters

### Example Project No. 2

#### Miscellaneous Services

Preparation of precipitation network report, installation of water quality gages, and assessment of storm-water ponds.

**PROJECT OWNER:**

Clackamas County, Oregon  
Ron Wierenga, Environmental Services Manager  
Water Environment Services  
150 Beaver Creek Rd. #430  
Oregon City, OR 97045  
rwierenga@clackamas.us  
503-742-4581

**Relevance:**

Precipitation monitoring	Water quality
Repair/troubleshooting	Equipment selection
Gage installation	

**WEST Team Members:**

Budnick and Petersen

### Example Project No. 3

#### Streamflow and Temperature Monitoring

Operation and maintenance of stream gaging stations

collecting stage, discharge, and water temperature data.

**PROJECT OWNER:**

Clean Water Services  
Rajeev Kapur, Water Resources Program Manager  
Regulatory Affairs Department  
2550 SW Hillsboro Hwy  
Hillsboro OR 97123  
KapurR@CleanWaterServices.org  
503-681-4424

**Relevance:**

Gage maintenance	Flow measurements
Water quality	Repair/troubleshooting
Equipment selection	Gage installation

**WEST Team Members:**

Budnick, Petersen, Kittelson, and Waters

### Example Project No. 4

#### Flood Warning System Operation and Maintenance

Operation and maintenance of a flood warning system for the Chehalis River Basin in Washington State.

**PROJECT OWNER:**

Chehalis River Basin Flood Authority  
Scott Boettcher  
351 NW. North St  
Chehalis, WA, 98532  
scottb@sbgh-partners.com  
360-480-6600

**Relevance:**

Gage maintenance	Precipitation monitoring
Repair/troubleshooting	Equipment selection
Gage installation	

**WEST Team Members:**

Budnick, Petersen, Kittelson, and Waters

The Vancouver, WA office of WEST will provide the services for this project. The WEST Vancouver office has been performing field work for Clackamas County WES since 2012 and is conveniently located only 30 minutes to the north of the project area. Our staff routinely group work assignments in the area to efficiently carry out tasks for clients in the same area. Because of our close proximity, we can quickly respond to storm events and provide repairs as needed.



## 5.4 PROJECT MANAGEMENT

We are committed to providing responsive, quality service and products to our clients. Our history of successful service is founded on project management processes developed and perfected over the past 32 years on thousands of projects for hundreds of clients. We are extremely confident in our ability to meet WES's requirements for the services listed in this RFP. We have the trained and experienced personnel, in-depth relevant project experience, excellent support staff resources, and the full range of required in-house technical abilities.

Jeffery Budnick, Senior Hydrologist and Office Manager of the WEST office in Vancouver, Washington will serve as the project manager for this project. He was selected for this role because he is the WEST project manager currently overseeing work at the four stream gaging stations listed in this RFP.

The project manager's responsibilities include:

1. Communicating with WES via email, phone, and meetings to answer questions or concerns regarding data or project needs
2. Reviewing surface-water and meteorological data collection methods
3. Reviewing deliverables of surface water and meteorological records
4. Providing assistance and review of flood measurements
5. Supervising and assisting with construction of new gaging stations
6. Assuring data collection and processing is in accordance with USGS & NOAA policy
7. Assuring the accuracy of gaging station records
8. Supervising and scheduling repair of Opti Systems
9. Assisting with field work as necessary
10. Providing progress reports as requested by WES via email
11. Contracting, communicating, and invoicing with subconsultant
12. Reviewing and answering questions related to monthly invoices sent to WES.

Companywide, WEST uses Microsoft Dynamics software for bookkeeping, billing, scheduling, tracking,

and controlling project costs. Project managers also refine project tracking using EXCEL spreadsheets.

The primary hydrologists assigned to this project are Lyman Petersen, Richard Kittelson, and Emily Waters. All are experts at installing and maintaining stream and precipitation gages, conducting discharge measurements, troubleshooting instrumentation, and computing streamflow and precipitation data. They perform this type of work daily.

The hydrologist's responsibilities include:

1. Conducting accurate discharge measurements at various flows using correct procedures for both mechanical and acoustic type current meters
2. Constructing gaging stations including installing, servicing, and repairing gaging station instruments
3. Developing and maintaining stage-discharge ratings
4. Computing stage and discharge records and writing station descriptions and analyses.
5. Communicating with WES to answer questions or concerns regarding data or stream gage equipment
6. Servicing and calibrating meteorological gages
7. Troubleshooting and maintenance of Opti systems.

## 5.5 QUALITY ASSURANCE / QUALITY CONTROL (QA/QC)

We will provide QA/QC services for collecting and processing streamflow data by complying with information published in the USGS Open-File Report 03-490, Version 2.0, May 2011 "*Surface-Water Quality-Assurance Plan for the U.S. Geological Survey Washington Water Science Center.*" The primary structure of our streamflow QA/QC process involves three major phases (field work, provisional data, and final data) with checklists to ensure consistency and completeness in carrying out each task. Our QA/QC procedure is robust and includes multiple reviewers and levels of review. Data graphs, plots, and stage-discharge curves will be generated using AQUARIUS data management software which aids in QA/QC.

Similar to streamflow data, meteorological data will go through a QA/QC process consistent with NOAA and USGS recommendations to remove erroneous data and verify existing data before the data are provided to WES at the end of each year. QA/QC processes as stated in section 2b of "*Characteristics of Reprocessed Hydrometeorological Automated Data System (HADS) Hourly Precipitation Data*" by Kim and Nelson (2009) will be used by WEST.

Prior to conducting the QA/QC reviews, the data from each station are uploaded into the AQUARIUS time series software where automatic QA/QC procedures look for and flag outlying data. Our hydrologists review the outliers and make expert judgments whether to accept or remove data. All raw data will be preserved, even if data are deleted from the final data set. During the QA/QC reviews, notes from site visits are reviewed and the data are compared to nearby stations. Data are graded and receive multiple approval levels during the year before a final summary and data package is prepared.

While there are no data deliverables for the Opti system task, we will review maintenance and corrective activities and supply a report at the end of the year that goes through a QA/QC process.

Station analyses created for each site summarize activities and QA/QC processes performed during the year. The project manager is ultimately responsible for QA/QC of each data deliverable before it is submitted to WES, however, all members of the WEST team participate in the QA/QC process to some degree.

## 5.6 FEES

A detailed budget is provided in Table 2 on the following page with estimated fees based on fiscal year (FY) from Jan. 2021 to Dec 2026. Monthly maintenance budgets are difficult to project given the nature of field work, possible storm events, and troubleshooting visits. A yearly total was calculated first and then divided by 12 to get an average monthly budget for most tasks. Actual invoicing may vary. Below are some notes and assumptions regarding the fees:

### Year 1 (0.5 FY from Jan 1 to Jun 30, 2021)

#### TASK 1 – STREAMFLOW MONITORING

- ◇ Funds budgeted for Task 1.3 Expansion of Monitoring System are to be used only with prior approval from WES. These funds have historically been included in prior scopes of work.
- ◇ We will obtain written approval from the County before proceeding with repairs or replacement of gaging station components that either fail, are vandalized, or are damaged by floods.

#### TASK 2 - PRECIPITATION

- ◇ Costs for equipment purchase and installation are projected to occur from Jan. 1, 2021 to Jun. 30, 2021 but can be spread over the term of the contract if WES desires a phased installation.
- ◇ Optional: The data from the precipitation stations can be displayed on a website for WES to access for an additional \$2,400 per year.
- ◇ Optional: A Geostationary Operational Environmental Satellite (GOES) radio can be added as redundant telemetry to make data accessible to NOAA/NWS for an additional \$3,550 per station.
- ◇ Equipment will be ordered in January. Costs include spare critical components.
- ◇ Installations are planned for February/ March. Maintenance begins in February.
- ◇ Small trees near the proposed Carver site location will be removed by WES.
- ◇ Equipment fees based on quotes from manufacturers and are valid for 60 days.

- ◇ We will be provided access for installation and maintenance.

#### TASK 3 - OPTI SYSTEMS

- ◇ We will purchase replacement parts as needed but the exact cost of the equipment to be replaced is unknown. We understand that one pressure sensor needs to be replaced which costs approximately \$500. A total of \$2,600 has been budgeted for replacement parts. Costs in excess will require an amended contract or purchase by WES.
- ◇ We have budgeted 40 hours for repair/corrective maintenance for a two-person crew in 2021. After an initial assessment is performed with Opti, corrective costs will become clearer. Costs in excess will require an amended contract.
- ◇ We have a subcontractor for electrical work, if needed, and have them budgeted for \$4,300. Costs in excess will require an amended contract.
- ◇ Optional: Staff gages can be installed at each pond for quick reference of water levels. This can be done for an additional \$3,600 per pond.
- ◇ We assume winterization will not be needed because the ponds are likely required to operate all year round.

### Year 2 (1.0 FY from Jul 1, 2021 to Jun 30, 2022)

- ◇ Streamflow Monitoring: Costs increase by 2.5%
- ◇ Precipitation Monitoring: O&M costs increase by 2.5% but equipment and installation labor are no longer a part of the budget.
- ◇ It is anticipated that Opti system repairs will be completed the first year and reduced effort is needed in subsequent years. The repair tasks costs will only be used if needed.

### Years 3-6 (four full FYs)

- ◇ Costs increase approximately 2.5% from previous year's cost.

### Year 7 (0.5 FY Jul 1, 2026 to Dec 31, 2026)

**Detailed Fees for Stream Flow and Precipitation Monitoring RFP #2020-89**

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Stream Flow Network	Task 1.1 - Stream Flow O&M	\$0	\$0	\$0	\$0	\$0	\$4,317	\$4,317	\$4,317	\$4,317	\$4,317	\$4,317	\$25,902
	Task 1.2 - Emergency Repair Funds	\$0	\$0	\$0	\$0	\$0	\$167	\$167	\$167	\$167	\$167	\$167	\$1,000
	Task 1.3 - Expansion of Monitoring System	\$0	\$0	\$0	\$0	\$0	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$1,833	\$11,000
Precip System	Task 2.1 - Precip Gage Equipment & Cellular Fees	\$0	\$0	\$0	\$0	\$0	\$42,571	\$72	\$72	\$72	\$72	\$72	\$42,931
	Task 2.2 - Precip Gage Installation Labor	\$0	\$0	\$0	\$0	\$0	\$0	\$9,784	\$9,784	\$0	\$0	\$0	\$19,568
	Task 2.3 - Precip Gage Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$1,773	\$1,773	\$1,773	\$1,773	\$1,773	\$8,867
Opti System	Task 3.1 - Opti System Maintenance	\$0	\$0	\$0	\$0	\$0	\$544	\$544	\$544	\$544	\$544	\$544	\$3,266
	Task 3.2 - Opti Troubleshooting & Repair	\$0	\$0	\$0	\$0	\$0	\$3,008	\$3,008	\$3,008	\$3,008	\$3,008	\$3,008	\$18,050
	<b>Year 1 (0.5 FY)</b>	\$0	\$0	\$0	\$0	\$0	\$52,440	\$21,499	\$21,499	\$11,715	\$11,715	\$11,715	\$130,583
Stream Flow Network	Task 1.1 - Stream Flow O&M	\$4,428	\$4,428	\$4,428	\$4,428	\$4,428	\$4,428	\$4,428	\$4,428	\$4,428	\$4,428	\$4,428	\$53,141
	Task 1.2 - Emergency Repair Funds	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$171	\$2,050
	Task 1.3 - Expansion of Monitoring System	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$1,879	\$22,550
Precip System	Task 2.1 - Precip Gage Cellular Fees	\$72	\$72	\$72	\$72	\$72	\$72	\$72	\$72	\$72	\$72	\$72	\$864
	Task 2.2 - Precip Gage Installation Labor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Task 2.3 - Precip Gage Maintenance	\$1,816	\$1,816	\$1,816	\$1,816	\$1,816	\$1,816	\$1,816	\$1,816	\$1,816	\$1,816	\$1,816	\$21,796
Opti System	Task 3.1 - Opti System Maintenance	\$557	\$557	\$557	\$557	\$557	\$557	\$557	\$557	\$557	\$557	\$557	\$6,688
	Task 3.2 - Opti Troubleshooting & Repair	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$833	\$9,990
	<b>Year 2 (1.0 FY)</b>	\$9,757	\$9,757	\$9,757	\$9,757	\$9,757	\$9,757	\$9,757	\$9,757	\$9,757	\$9,757	\$9,757	\$117,079

Summary of FY Costs		Total
Year 1 (Jan. 1, 2021 to Jun. 30, 2021)	0.5 FY	\$130,583
Year 2 (Jul. 1, 2021 to Jun. 30, 2022)	1.0 FY	\$117,079
Year 3 (Jul. 1, 2022 to Jun. 30, 2023)	1.0 FY	\$120,006
Year 4 (Jul. 1, 2023 to Jun. 30, 2024)	1.0 FY	\$123,006
Year 5 (Jul. 1, 2024 to Jun. 30, 2025)	1.0 FY	\$126,081
Year 6 (Jul. 1, 2025 to Jun. 30, 2026)	1.0 FY	\$129,233
Year 7 (Jul. 1, 2026 to Dec. 31, 2026)	0.5 FY	\$66,232





## APPENDIX A: SHORT RESUMES



**Jeffery Budnick**  
15 years experience

**Education:**  
B.S., Earth Sciences & Geology, Western Oregon University

**Role:**  
Project Manager/QA&QC/  
Hydrologist/Scientist

Mr. Budnick has experience choosing gaging locations and equipment that will collect high quality data to meet project needs. He has built and operated stream & meteorological gages, as well as computed records for over 100 gaging stations. Mr. Budnick has installed continuous-record streamflow, meteorological, water quality and tide gages – many of which incorporate near real-time telemetry systems, such as GOES, Iridium, cell-modem, radio, and land-line communications to transmit data. Mr. Budnick installs gaging stations that will withstand extreme weather and high flow events, reducing the need for costly repairs. The stations include sensors and data loggers installed to record parameters such as stage, water and air temperature, velocity, wind, precipitation, and numerous water quality parameters.

Mr. Budnick has experience installing, operating, and troubleshooting industry standard equipment made by companies such as Campbell Scientific, Design Analysis/Waterlog, Sontek/YSI, and Sutron. Mr. Budnick adheres to U.S. Geological Survey (USGS) protocols and methods for collecting data. He has made hundreds of discharge measurements with conventional and ADCP equipment under a range of flow conditions. Mr. Budnick uses AQUARIUS time-series software to compute continuous surface water records and develop stage-discharge and index-velocity ratings. He also prepares and reviews final reports required by clients at the end of the water or calendar year.

As survey crew chief Mr. Budnick has surveyed hundreds of bridges and culverts and thousands of cross sections.



**Lyman J. Petersen III**  
Nine years experience

**Education:**  
B.S., Watershed Management & Soils, Humboldt State University

**Role:**  
Hydrologist

Mr. Petersen has managed project logistics for building and operating hydrological and meteorological monitoring stations both in urban settings and remote forested areas. He has operated and maintained surface and groundwater level, water quality, rainfall, and snow depth gaging stations. He is involved in all aspects of monitoring stations which include: site selection, design, equipment purchase, installation, maintenance, troubleshooting, data analysis, and report writing.

Prior to joining WEST, he worked for the Yosemite National Park Service and Green Diamond Resource Company. His work has entailed maintaining hydrological and meteorological stations, taking flow measurements, and water quality sampling and analysis. Additionally, he has conducted water supply evaluation studies quantifying flows, turbidity threshold monitoring, post-fire watershed studies, coordinating crew activities, maintaining installed equipment, data retrieval and management, and report writing. His work has contributed to ensuring water quality and supply, efficient planning, flood and weather forecasting, and research.

He has installed and maintained a number of continuous monitoring stations some of which incorporate real-time telemetry systems, such as GOES and radio communications to transmit data. Sensors installed at these gaging sites record parameters such as stage, turbidity, conductivity, pH, DO, water and air temperature, velocity, rainfall, and snow depth. He has experience using equipment made by a variety of vendors including: Campbell Scientific, Design Analysis/Waterlog, Sontek/YSI, Solinst, FTS, HOB0, ISCO, and many others.



**Richard L. Kittelson**  
41 years experience

**Education:**  
B.A. (Geography)  
Moorhead State University

**Role:**  
Hydrologist/Scientist



**Emily Waters**  
Five years experience

**Education:**  
B.S., Geography, Portland State University  
M.S.L., Environmental Law, Lewis & Clark College (in-process)

**Role:**  
Hydrologist/Scientist

Mr. Kittelson is a Hydrologist/Scientist at WEST Consultants. Prior to joining WEST he worked at the U.S. Geological Survey for 40 years in the field of Surface Water Hydrology.

Mr. Kittelson's experience consists of an extensive background in every aspect of surface water data collection, data analysis and report writing. This included monitoring streamflow and water quality parameters on streams that are small and intermittent, to rivers as large as the Columbia. He has made thousands of discharge measurements, in all stream environments and at extreme flows. Mr. Kittelson selected sites, designed and constructed numerous gaging stations and stream gaging cableways. He mentored other State and Federal Agencies in data collection, the use of hydrologic instrumentation, radio networks and satellite telemetry. Additionally, he reviewed records of other Agencies, recommending improvements in instrumentation, data collection technique, and record computation methodology.

Mr. Kittelson has been the Project Leader on many data collection projects such as suspended sediment monitoring, bedload monitoring, fish screen/velocity studies, seepage runs and state-wide low flow assessments. Mr. Kittelson also performed the data collection and computation of numerous peak flows by slope-area method.

Ms. Waters conducts routine site visits of hydrological and meteorological monitoring stations to calibrate equipment, make flow measurements, and download data. She has also assisted with the installation of numerous stream gaging, water quality, and meteorological stations in a variety of settings. Additionally, she analyzes streamflow, temperature, and rainfall data, checking multiple sites weekly for site errors or data inconsistencies. Using AQUARIUS Time-Series software, she develops stage-discharge records and prepares both provisional and year end hydrological reports for clients.

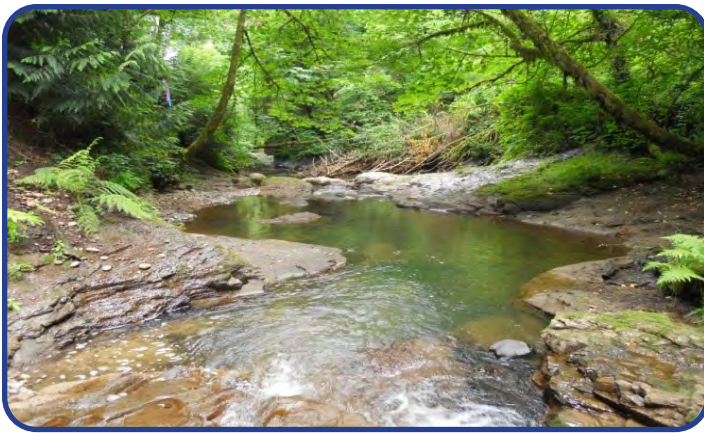
She has also worked on water quality sampling projects for shallow groundwater well monitoring, and surface water quality monitoring in urban streams. Other projects include large- and small-scale hydrographic survey work and project management.

While performing site visits and during the record-working process, she follows USGS protocols and methods for collecting and reviewing streamflow, temperature, and rainfall data. She is respectful of private property owners, and engages with the public in a personal and professional manner.

Before joining WEST, she studied environmental geography and ecology. During her undergraduate career she studied the connections between ecological disturbance and invasive species propagation in and around the Mt. St. Helens National Monument. She also worked with a public utility on invasive species eradication, using GPS locators to tag plants in a local watershed, returning later to treat species with state-approved herbicides. This work included teaching the community about the local watershed, basic stream restoration principles, and ensuring volunteer safety during survey and treatment events.



## APPENDIX B: PROJECT EXAMPLES



### **1. Stream Gaging Services for Clackamas County Water Environment Services - Clackamas County, Oregon**

In 2012, River Measurement, a division of WEST Consultants, Inc. (WEST) was contracted by Clackamas County Water Environment Services (WES) to assist with improving the stream gaging network. The goal was to have all stations in the stream gaging network provide a complete record of stage and discharge data that meet or exceed USGS requirements.

WEST hydrologists reviewed previous flow monitoring assessment reports, discussed equipment and procedures with WES staff, and visited ten field sites to document the instrumentation used and physical characteristics at each stream gage. This information was compiled in a report which outlines, site-by-site, what could be done to significantly improve the quality and reliability of streamflow data collected in Clackamas County.

WEST was awarded three-year contract in 2013 and a 5-year contract in 2015 to install and operate new stream gaging stations. The first stations were installed on Kellogg Creek, Mount Scott Creek, Rock Creek, and Phillips Creek. WEST currently provides all operation and maintenance for these sites and provides WES with complete and reliable data at these locations at a reasonable cost. In 2017, WEST staff upgraded the Kellogg Creek station to provide access to real-time data via GOES satellite and added a precipitation gage. WEST ensures that each stream gage will provide a continuous record of stage, discharge, and water temperature. USGS approved instrumentation and procedures are used to collect and compute streamflow data. The stations are built to last for many years and remain operational during all flow conditions.



### **2. Miscellaneous Services for Clackamas County Water Environment Services - Clackamas County, Oregon**

In addition to the streamgaging tasks that WEST has been assigned at Phillips, Mt. Scott, Kellogg, and Rock Creeks from 2015 to 2020, WEST performed three additional tasks for Clackamas County Water Environment Services (WES) during this contract.

In 2019 WEST visited 8 precipitation gaging stations that are currently operating or that WES wishes to collect precipitation data at. WEST provided a report documenting the existing equipment and location of equipment at each site and proposed changes to equipment and installation location to collect higher quality precipitation data.

The report also included recommendations for annual maintenance and QA/QC of the data to provide a defensible, long-term data set.

In 2020 WEST built three custom stream gages for the Carli Creek Water Quality project that WES is monitoring. The gages were custom designed to assist with WES water quality monitoring objectives.

Also in 2020, WEST visited Opti CMAC ponds with WES to provide recommendations for operation, maintenance, and corrective actions.





**3. Streamflow and Temperature Monitoring for Clean Water Services - Hillsboro, Oregon**

River Measurement, a division of WEST Consultants, Inc., has contracted to operate and maintain continuous record stream gaging stations for Clean Water Services since 2008. Work began with 28 stream gaging stations and 53 water temperature sites. The number and locations of stream gages has changed from year to year as we continue to select, build, and operate new sites, as well as to discontinue others to meet the changing data needs and budget of Clean Water Services. Each gaging station has a data logger with stage and water temperature sensors. One station has a sophisticated acoustic area-velocity meter (AVM). Another station is operated jointly with the U.S. Geological Survey (USGS).

River Measurement independently operates and maintains all equipment at the stream gages. We conduct discharge measurements, develop stage-discharge rating curves, perform data analysis, and compute 15-minute values of stage and flow at each station. Hourly, maximum, minimum, and mean daily water temperature is provided. Standard USGS methods and equipment are used to collect and compute data. Recommendations are given for relocation of gaging stations and equipment upgrades at sites that have a history of missing or inaccurate data.

Most of the gaging stations are located on small streams where data collection and discharge computations are complicated by factors such as beaver dams and short duration flood peaks. WEST staff meets these challenges by scheduling site visits when needed to address potential problems, through careful planning, and by focused and rapid response to high-water events.

**4. Flood Warning System Operation and Maintenance - Lewis County, WA**

Lewis County experienced major flooding in 1996 and 2007. In 2010 WEST submitted a report with recommendations for improvements that could be made to the existing Chehalis River Flood Warning System. WEST developed a comprehensive, basin-wide flood warning system that brings all real-time flood warning data collected by several different agencies to a common website. The website displays current stage and discharge of rivers, real-time inundation maps, and precipitation rates and amounts. It has become *the* portal for flood information.

River Measurement identified locations for new data collection sites, and installed 10 real-time monitoring stations. The stations sensors measure river levels, precipitation, air temperature, barometric pressure, relative humidity, solar radiation, wind velocity, and wind direction. All instrumentation is powered by 12-volt batteries connected to solar panel.

The two National Weather Service-owned stream gages near Centralia, WA are critical components of the warning system. Located in the most populous region of the basin, these gages support river forecasts, and are among the most requested locations for flood or high-water alerts. Both gages had been in operation for many decades, but recent performance had degraded. On-going sediment buildup in the stilling well contributed to delayed and erroneous stage readings.

In 2017, WEST upgraded the equipment at these two locations. The outdated equipment was replaced by electronic stage sensors and the data is now recorded on site by data loggers. Near real-time data is now transmitted using the National Environmental Satellite Data and Information Service GOES system.