

From: [Schmidt, Gary](#)
To: [BCC - All County Administration Staff](#); [EMT - Executive Management Team](#)
Subject: FW: Administrator Issues and Updates: 10 am, Tuesday, January 4, 2022 -- UPDATE #1
Date: Monday, January 3, 2022 2:41:46 PM
Attachments: [MERC 2021 Update.pptx](#)
[Enrolled HB 2560.pdf](#)
[Crescent Road Transfer hearing request.pdf](#)
[Ridwell Memo.pdf](#)

Update #1: removing Prevention of Workplace Violence Policy and updating consent agenda list (removed a duplicate item from H3S).

From: Schmidt, Gary <GSchmidt@clackamas.us>
Sent: Wednesday, December 29, 2021 2:39 PM
To: BCC - All County Administration Staff <bccadminstaff@clackamas.us>; EMT - Executive Management Team <EMTgroup@clackamas.us>
Cc: Munns, Jeffrey <JMunns@clackamas.us>; Machado, Eric <EMachado@clackamas.us>
Subject: Administrator Issues and Updates: 10 am, Tuesday, January 4, 2022

Here is the Issues list for Tuesday, January 4, starting at 10 am.

- Metropolitan Exposition and Recreation Commission Update (**John Erickson**) (attached)
- Metropolitan Exposition and Recreation Commission Seat Appointment (**Emily Klepper**)
- Hoodland Park District Petition (**Jeff Munns**)
- Public Health Omicron Response (**Philip Mason-Joyner**)
- Remote Participation in Public Meetings – HB 2560 (**Stephen Madkour**) (attached)
- Crescent Road Transfer Hearing Request (**Dan Johnson**) (attached)
- Update on Ridwell, Inc. recycling (**Dan Johnson**) (attached)
- ~~Prevention of Workplace Violence Policy (**Eric Machado**) (attached)~~
- North Clackamas Parks and Recreation District Board Meeting Schedule (**Mike Bork, Gary Schmidt**)
- Administrator's Housing Task Force Update (**Gary Schmidt**)
- Contracts signed during Board Recess (**Gary Schmidt**)
- BCC Business Meeting Agenda Review for January 6, 2022 (**Gary Schmidt**)
- Advisory Boards and Commissions (ABC) appointments (**Chanin Bays**)
 - Community Health Council
 - Developmental Disabilities Council
 - Compensation Board for Elected Officials
- Commissioner Communications/Liaison Updates (**Chair Smith**)

Requests for Consent Agenda (**staff reports are online, not attached**):

a. Elected Officials

a. Clackamas County Sheriff's Office

i. Approval of a Board Order for the purchase of Body Cameras, Tasers, Associated Accessories and Software Services, and Training from Axon Enterprise Inc through a Cooperative Contract. Total Contract Value is \$2,064,717 funded through the Sheriff's Office Levy. No County General Funds are involved.

b. District Attorney

i. Approval of a Grant Agreement from the Oregon Department of Justice for Child Abuse Multidisciplinary Intervention Program Services. Total Grant Award is \$1,040,851.29 funded through the State of Oregon. No County General Funds are involved.

b. Technology Services

a. Approval of an Intergovernmental Agreement with the City of Sandy to provide Internet Services (ISP) to businesses along the CBX fiber network. Clackamas Broadband eXchange (CBX) will fund the expansion of the existing CBX network to interested businesses up to \$3,000 per customer utilizing existing CBX funding and reimbursed by the monthly internet service fee. No County General Funds are involved.

c. Finance

a. Approval of Amendment #1 to Contract #2905 with Rapid Response Bio Cleaning, LLC for Campsite Clean Up and Impact Reduction Services. Amendment #1 adds \$189,000 for a new total not to exceed value of \$315,000 and extends the duration of the contract through December 14, 2024. This is an on-call contract with services paid by Departments utilizing these services some of which may use County General Funds.

d. Health, Housing and Human Services

a. Approval of a Subrecipient Grant Agreement with Todos Juntos for PreventNet Community School drug and alcohol prevention services in Rural Clackamas County. Grant Agreement value is \$190,000. Funded through Oregon Department of Education. No County General funds are involved – CFCC

b. Approval of Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority (OHA) for access to the

electronic referral system Oregon Tobacco Quit Line. Contract maximum value is \$40,000. Funded through Health Share of Oregon Grant. No County General Funds are involved. – Public Health

- c. Approval of an Intergovernmental Agreement with Tualatin Valley Fire and Rescue for the Project Hope program. Contract not to exceed \$35,490. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant. No County General Funds are involved. – Public Health
- d. Approval of an Intergovernmental Agreement with Clackamas County Fire District #1 for the Project Hope program. Contract not to exceed \$31,090. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant. No County General Funds are involved. – Public Health
- e. Approval for Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction Services for their Emergency Medical Program. Contract maximum is \$72,000. No County General funds are involved. – Public Health
- f. Approval of a Non-Federal Subrecipient Grant Amendment #4 with Northwest Housing Alternatives for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services. Amendment adds \$60,000 for a revised maximum contract value of \$600,000. Funded by the State of Oregon, Housing and Community Services Department. No County General Funds are involved. - Social Services
- g. Approval of a revenue agreement with CareOregon for Integrated Care Model Expansions Funds intended to provide financial support for the construction of the new integrated Sandy Health Center. Maximum agreement value is \$500,000. Funding is through CareOregon. No County General Funds are involved. – Health Centers.
- h. Approval to Apply for a funding opportunity with OHA COVID-19 School-Based Health and Recovery Funding 21-23. Award amount will be up to \$150,000. Funding is through Oregon Health Authority (OHA). No General County Funds are involved. – Health Centers
- i. Approval of Amendment #06 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment adds \$98,582.78 to the Agreement, increasing the maximum value to \$9,238,209.62. Funding through the State of Oregon, Oregon Health Authority. No County General Funds are involved. – Behavioral Health
- j. Approval of an Intergovernmental Agreement with the University of Baltimore to accept a Grant Subaward for Combating Overdose through Community-Level Intervention Initiative to expand the capacity of Project

Hope. Total Grant Award is \$233,457 funded through University of Baltimore grant. No County General Funds are involved. – Public Health

- k. Approval of Subrecipient Grant Agreement Amendment #5 with Ant Farm, Inc., to Provide rent assistance to households impacted by the COVID-19 crises. Amendment #5 adds \$2,532,377 of Federal Emergency Rental Assistance funds and reduces Community Develop Block Grant COVID funds by \$409,946 due to the availability of the Federal Funds. Amendment #5 also extends the agreement through June 30, 2022. New contract total is \$11,442,019 funded through Federal, State, and HUD grants. No County General Funds are involved.

e. Business and Community Services

- a. Approval of a Resolution Establishing rural Clackamas County as a Rural Renewable Energy Development (RRED) Zone. The Fiscal Impact would be limited to abatement of property taxes on the new investment portion of an RRED Zone application, and only for the eligible portion of the new investment, up to five years. No County General Funds are involved.

f. Transportation and Development

- a. Approval to accept an Easement and Equitable Servitude (EES) for Clackamas County Leaking Underground Storage Tank Site #03-91-0385. Fiscal impact is unknown but expected to be minimal. Funded through Clackamas County Road Fund. No County General Funds are involved.
- b. Approval of a Contract with Kittelson & Associates Inc. for Design Services for the Bilquist Elementary School Sidewalks. Total Contract Value is \$527,632. Funded through Oregon Department of Transportation State Grant and partially matched by System Development eligible funds. No County General Funds are involved.



Metro

MERC 2020-2023



Visitor Venue Responsibilities

OCC – Oregon Convention Center

Portland 5 – Portland Centers for the Arts

EXPO Center

Metropolitan Exposition and Recreation Commission

Metropolitan Exposition Recreation Commission

The Metropolitan Exposition Recreation Commission works to protect the public investment in three of Metro's visitor venues.

Membership

Commissioners are appointed by the Metro Council upon recommendation from local area governments. The commission includes seven members representing the city of Portland, Metro, and one each for Clackamas, Multnomah and Washington counties. The commissioners serve four-year terms.

Commission Powers (from METRO CODE)

6.01.040

(a) The Commission is responsible for oversight of all facilities for which it is responsible. In exercising this oversight, it has power to direct and control the authority of the Chief Operating Officer to enter into contracts; and to establish policies, including business plans, marketing plans, and strategic plans, for the Chief Operating Officer to follow regarding the operation and marketing of the facilities. The Commission establishes and approves all charges for the rent or use of the facilities and may delegate authority to the Chief

Operating Officer to establish rents and charges and negotiate and enter into agreements for the rent or use of the facilities subject to policies established by the Commission.

The Commission may authorize the Chief Operating Officer to purchase or lease real property that the Commission finds necessary for its purposes.

Commission Members 2021

Member	Representing
<u>Karis Stoudamire-Phillips</u>	Metro, chair
<u>John Erickson</u>	Clackamas County, vice chair
<u>Deidra Krys-Rusoff</u>	Metro, secretary-treasurer
<u>Damien Hall</u>	Portland
<u>Ray Leary</u>	Portland
<u>Dañel Malán</u>	Multnomah County
<u>Deanna Palm</u>	Washington County

Oregon Convention Center

	OCC Operating		OCC Capital			
	Revenue	Expenses	Revenue	Expenses	FTE	Grant Money Received (actual or estimated)
2020 Fiscal Budget	\$ 45,368,197	\$ 42,971,007	\$ 6,759,359	\$ 19,125,350	125	\$ 295,000
2022 Fiscal Budget	\$ 24,322,987	\$ 29,041,346	\$ 2,250,000	\$ 410,000	65	\$ 101,300
2023 Fiscal Budget	\$ 34,401,716	\$ 37,473,026	-	\$ 2,255,000	92	\$ 100,000

OCC Mass Vaccination Site

This chart shows the number of vaccines by month made possible through the efforts of Team OCC

<https://www.wweek.com/news/2021/04/28/oregons-largest-vaccination-site-is-a-logistical-masterpiece-we-take-you-inside/>



Additional OCC Links

- Link to OCC's FY18 Annual Report, including jobs created, fiscal impacts, taxes generated, etc.:
<https://www.oregoncc.org/sites/default/files/OCC-Annual-Report-2017-2018.pdf>
- OCC's Renovation: A Model for Equity in Public Projects
<https://www.oregoncc.org/en/news/2020/08/18/oregon-convention-center-renovation-model-equity-public-projects>
- OCC's Renovation
<https://www.oregoncc.org/en/improvements/occ-renovation-project>
- Wildfire Evacuee Shelter
<https://www.oregoncc.org/en/news/2020/09/10/metro-working-open-doors-oregon-convention-center-evacuee-shelter>
- Severe Weather Shelter
<https://www.oregoncc.org/en/news/2021/02/11/oregon-convention-center-serve-regional-severe-weather-shelter>

Portland's 5 Centers for the Arts

	P'5 Operating		P'5 Capital		FTE	Grant Money Received (actual or estimated)
	Revenue	Expenses	Revenue	Expenses		
2020 Fiscal Budget	\$ 22,504,953	\$ 21,979,828	\$ 3,500,000	\$ 9,829,338	62	\$ 168,724
2022 Fiscal Budget	\$ 13,154,192	\$ 14,950,744	\$ 500,000	\$ 2,360,000	44	\$ 10,000,000
2023 Fiscal Budget	\$ 17,740,694	\$ 18,489,843	\$ -	\$ 2,800,000	59	\$ -

Portland Expo Center

	Expo Operating		Expo Capital		FTE	Grant Money Received (actual or estimated)
	Revenue	Expenses	Revenue	Expenses		
2020 Fiscal Budget	7,534,298	8,350,657	1,175,181	1,490,174	17	\$ 55,071
2022 Fiscal Budget	4,618,003	5,480,050	540,000	350,000	3	\$ -
2023 Fiscal Budget	5,689,360	6,365,262	40,000	650,000	9	\$ -

Portland Expo Center

Despite losing 90% of its staff at the beginning of the COVID-19 Pandemic, the Portland Expo Center stepped up to provide critical support to several community efforts:

- **OHSU Mass Testing and Vaccination Site - May 2020 – Present:** The Expo Center partnered with the Oregon Health & Science University to open one of the first mass COVID-19 testing sites in the state, providing access to testing for First Responders and high-risk individuals. ***Total through Nov. 21: Tests: 41,000. Vaccinations: 2,500. Awaiting Dec. 2021 data to add to these totals.***
- **Red Cross Disaster Relief Staging – September 2020:** During the catastrophic wildfires in September 2020, the Portland Expo Center was utilized as a staging site for the Red Cross to store and distribute critical supplies to Oregonians across the state who faced evacuation.
- **PDX Drive-in Movie Spectacular – August 2020:** The Portland Expo Center partnered with the Hollywood Theatre to pull-off the 6th Annual PDX Drive-in Movie Spectacular. We hosted a month of movies in a time where few entertainment options existed in Portland due to the pandemic. It was a much-needed outlet for those who had been sheltering in place for several months.

Portland Expo Center

- **Top Chef Production – August – November 2020:** Portland was chosen as the destination for the hit Bravo TV show, Top Chef. Pandemic required the show production (including sound stage, office space, set construction and equipment storage) to be housed within one work site. The Expo Center was home to a crew of 150 people for 3 months. Both the production and the Expo Center had rigorous COVID-19 compliance plans in place to ensure the safety of everyone on site.
- **Events at the Expo Center – Spring 2021:** With the initial decline in COVID-19 cases, the Expo Center was able to begin hosting retail and sporting events in March 2021 staff to keep our venue open to small business throughout the region.

Portland's Centers for the Arts

- Became a GBAC (Global Biorisk Advisory Committee) Star accredited facility- one of the first performing arts centers to do so. Became the standard template for performing arts centers all over North America.
- Installation of the Constellation acoustic system in the Schnitzer Concert Hall was completed. New draperies and scenic elements were added as well. This enhances the acoustics for every event type and ensure that the Schnitzer remains relevant for many years to come. This public/private partnership leveraged \$3 million from the private sector.
- Grant funding from Prosper Portland was obtained and used to replace the old manual marquees at the Schnitzer Concert Hall with new electronic marquees.
- Keller Café was redesigned and renovated with funds from our food service provider.

Portland's 5 Centers for the Arts

- **Presented** free educational streaming content to Title I schools in the Tri-county area. Shows like Hip Hop Nutcracker, Black Violin and National Geographic Live served approximately 38,000 students as they were schooled at home.
- Was **recertified** as a sensory inclusive venue. When P5 reopens it will be able to better serve patrons on the autism scale as well as those with PTSD.
- **Obtained** \$2.6 million in CARES support from the City of Portland and Metro as well as another \$1.6 million in support from the City. P5 also received almost \$10 million in the SBA's Shuttered Venues Operating Grant. These funds kept P5 going during 18 months of no revenue and enabled P5 to bring back staff and be ready for shows in Sept 2021.

Questions?

Thank You For Inviting Me!

Enrolled
House Bill 2560

Sponsored by Representative MEEK, Senator STEINER HAYWARD; Representatives DEXTER, GRAYBER, MARSH, MCLAIN, REARDON, REYNOLDS, SALINAS, SCHOUTEN, SMITH WARNER, SOLLMAN, VALDERRAMA, WILDE, WILLIAMS, Senator MANNING JR (Presession filed.)

CHAPTER

AN ACT

Relating to expanding remote participation of public in self-government through use of technology; amending ORS 192.670.

Be It Enacted by the People of the State of Oregon:

SECTION 1. ORS 192.670 is amended to read:

192.670. (1) Any meeting, including an executive session, of a governing body of a public body which is held through the use of telephone or other electronic communication shall be conducted in accordance with ORS 192.610 to 192.690.

(2) When telephone or other electronic means of communication is used and the meeting is not an executive session, the governing body of the public body shall make available to the public at least one place where, or at least one electronic means by which, the public can listen to the communication at the time it occurs. A place provided may be a place where no member of the governing body of the public body is present.

(3) All meetings held by a governing body of a public body, excluding executive sessions, must provide to members of the general public, to the extent reasonably possible, an opportunity to:

(a) Access and attend the meeting by telephone, video or other electronic or virtual means;

(b) If in-person oral testimony is allowed, submit during the meeting oral testimony by telephone, video or other electronic or virtual means; and

(c) If in-person written testimony is allowed, submit written testimony, including by electronic mail or other electronic means, so that the governing body is able to consider the submitted testimony in a timely manner.

(4) The provisions of subsection (3) of this section:

(a) Apply to hearings under ORS 197.763, 215.402 to 215.438 and 215.700 to 215.780 regardless of whether a governing body or governing body's designee, including a hearings officer, conducts the hearing; and

(b) Do not apply to contested case hearings under ORS chapter 183.

Passed by House April 10, 2021

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Tina Kotek, Speaker of House

Passed by Senate May 27, 2021

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Shemia Fagan, Secretary of State



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

MEMORANDUM

TO: Board of County Commissioners
Gary Schmidt, County Administrator

FROM: Dan Johnson; Director, Transportation and Development

DATE: January 4, 2022

RE: Requesting a hearing date for a Jurisdiction Transfer from Clackamas County to the City of Sandy for a portion of SE Crescent Road

There are certain County roads, such as SE Crescent Road in Sandy, that are wholly, mostly, or partially within various cities throughout Clackamas County.

Clackamas County and the City of Sandy have agreed to the transfer of SE Crescent Road to the City with the intent of streamlining planned roadway improvements, eliminating confusion to the public and to improve the efficiencies of maintenance and public service. The portion of SE Crescent Road to be transferred is located entirely within the city limits of Sandy.

On December 6, 2021 the City of Sandy executed a resolution NO. 2021-34 requesting the transfer of a portion of the afore mentioned road. The final step in order to finalize the jurisdictional transfer is to go before the board for a formal hearing. The Department of Transportation and Development is respectfully requesting a hearing date of February 17, 2022 to finalize the transfer.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

MEMORANDUM

TO: Board of County Commissioners

FROM: Dan Johnson – DTD Director

CC: Eben Polk, Rick Winterhalter – DTD Sustainability & Solid Waste

Date: January 4, 2022

RE: Ridwell, Inc. (subscription-based curbside collection for select recycling of discarded items)

Recently, a company known as Ridwell Inc, has begun offering service in the Portland metro area including urban Clackamas County. Ridwell, launched initially in the Seattle area, is a venture capital start-up that offers subscription-based collection and recycling of hard to recycle materials such as plastic film, Styrofoam, batteries, electronic waste, and textiles for approximately \$12-16 per month. The materials collected for recycling by Ridwell are defined in state law (ORS 459.005 24) and County Code (10.03.030 59) as solid waste rather than recyclable material because the cost to recycle the materials is greater than the cost to discard them. Our code requires that the collection of solid waste for a fee occur only by franchised haulers or their subcontractors (County Code, Section 10.03.140), and does not actually contemplate a service such as the one Ridwell provides. As a result, Ridwell's business model is arguably not allowed by our current Code.

Clackamas County has supported recycling in our code and programs for decades. Historically, recycling opportunities have been provided through a combination of regular 'curbside' collection of glass, metal, paper and certain plastic containers, complemented by free drop-off recycling locations for electronics, plastic bags/film, paint, batteries, textiles and more. Sustainable, affordable and environmentally responsible recycling is core to our mission.

Earlier this year, based upon staff's understanding of County Code, Ridwell was sent a cease and desist letter outlining an alleged Code violation, expectations under County code, and inviting the company to dialogue. Ridwell responded that they disagreed with our interpretation of County and State Codes that regulate services like theirs. After it was confirmed Ridwell was continuing to provide services, the County sent a second cease and

desist letter in November. Based upon this letter Ridwell informed the County that they temporarily suspended their fee, thus placing them temporarily in compliance, and then initiated an e-mail campaign at the County urging their supporters to ask County commissioners to allow Ridwell to operate.

Staff have researched policy options for providing Ridwell type services in Clackamas County. Staff intend to present these options to the County's Solid Waste Commission, and are requesting a policy session to provide these options for consideration by the Board of Commissioners. The current policy options include:

- **Recycling License.** Amending the County's existing definition of recyclable materials and the recycling license system to allow providers such as Ridwell to offer service for compensation, with appropriate fees and conditions.
- **Expanding Franchise Collection.** Directing existing franchised collectors to expand the services available to subscribers to accept materials similar to those accepted by Ridwell (as outlined in a recent proposal from existing franchised collectors).

Attachment A provides additional background information, including how other local governments have addressed Ridwell's services.

In Oregon, local governments' right to regulate solid waste collection is a well-established right in state law and in court. The public benefit of regulation of garbage and recycling services beyond the franchise system is also identified in the Regional Waste Plan. An underlying, primary objective is that any process we pursue affirms the County's authority to regulate the collection of garbage and recycling materials for public benefit.

Going forward staff will be engaging in a discussion with the Solid Waste Commission to develop a recommendation for future consideration by the Board of County Commissioners. This process will include discussions with current franchisees around the provision of these services.

Request of the Board: Before engaging in these discussions is there anything the Board may wish staff to consider?

Attachment A. Additional Background and History Ridwell

Clackamas County, through its code, programs and participation in state and regional efforts, supports recycling for its environmental and economic benefits. From time to time, opportunities arise to assess recycling options available. Over time our community has seen a gradual increase in recycling opportunities. As a public agency with an environmental and customer service mission, we balance objectives that include public health, convenience, affordability, stability, and environmental value. For this reason curbside collection focuses on materials with a stable economic value and markets. Materials that we do not collect through regular curbside service are typically not collected for one or more reasons including: safety risks, sorting capabilities, cost, lack of marketable or environmental value. Some such materials still have environmental or market value if properly sorted, such as electronics and plastic film, and can be recycled through a free drop-off at various sites.

What is Ridwell, Inc.

- Ridwell, is a venture capital-backed startup, that began offering a subscription service, in the region, to collect materials, for recovery, at subscribers' homes:
 - The materials the company collects are those the County (and many other regional cities and counties) have historically promoted as drop-off items, encouraging consumers to take items to select locations as they conduct other household business;
 - Core items offered to subscribers for collection: plastic film, clothing, fabric, shoes, household batteries, light bulbs, clear plastic take-out clamshells
 - Featured items (availability varies in time): Ridwell offers to pick up additional waste items periodically such as: corks, towels & linens (reuse options), electronics, seasonal specials (string lights, winter coats, back-to-school gear, Halloween candy)
 - Add-on categories: expanded polystyrene (\$9 per trash bag); items that don't fit in bag, i.e. fluorescent light tubes
- How collection works:
 - The customer is provided with a metal box approximately 9 gallons in size to place on their porch, walkway, or curb;
 - Customer places their core materials in a box for biweekly collection;
 - The company employs and contracts drivers to perform the collection services;
 - The drivers use a mix of company owned trucks and their own vehicles;
- Fees:
 - Core items \$12-\$16 month, every 2 week collection (34% the cost of Urban weekly collection of garbage, recyclables, and yard debris), clamshells an additional \$1 per bag when present;
 - Featured Categories: some may have additional cost, above the monthly subscription, based on the type and quantity of material collected; some are donated for reuse i.e. eye glasses for the Lions;
- Ridwell material processing:

- Ridwell uses a warehouse facility in NE Portland to sort and bale or otherwise prepare the material to meet the specifications of the intended end markets

Regional and State Permitting

- The company is required to obtain a solid waste facility permit from the DEQ and a solid waste facility license from Metro for this facility;
 - The company has submitted an application for a license to Metro and has been allowed to operate their recycling processing while the license is pending.
 - A key requirement of the Metro license process is the company must have received or co-applied for a solid waste permit from the DEQ, this has not yet occurred but appears to be happening soon.
 - The DEQ and Metro inspectors have visited the site and the materials collected are being sent to appropriate end markets.
- State law defines the material Ridwell is collecting as solid waste, which is mirrored by County code.
- State statute provides Counties the authority to regulate collection and hauling of solid waste, and thus the County has authority to regulate Ridwell and other similar business models.

What the code says about this type of service.

- The purpose and policy of the County Code 10.03 Solid Waste and Wastes Management is to regulate solid waste and waste recycling, resource recovery, reuse and utilization for public benefit.
- The code promotes affordable and accessible service for all, and the efficient use of highways and roads in connection with the collection of solid wastes and wastes, including recyclables through franchises and licenses.
- Historically and at present, County code accomplishes these purposes by authorizing and regulating specific service providers, and prohibiting the collecting solid waste for compensation otherwise:
 - 10.03.140 A.: it is “...unlawful for any person to store, collect, transport, or dispose of any solid waste or wastes for compensation unless such person is franchised...or a subcontractor of a Collection Service Franchise holder...”
- The materials Ridwell offers to collect are solid wastes under State and County’s definitions. (ORS 459.005 24; County Code 10.03.030 59.)

What other jurisdictions are doing in response.

- State of Washington has interpreted their laws to allow Ridwell to operate.
- City of Lake Oswego has sent a cease and desist violation notice to Ridwell. The City noted Ridwell had an opportunity to seek a subcontract from the City’s franchised collector. The negotiations were not successful.
- Washington County

- Washington County’s code has a provision to allow exemptions to their requirement that only certificate holders collect solid waste for compensation.
 - Ridwell requested consideration for this exemption process. Washington County staff presented the case for an exemption to the Garbage and Recycling Advisory Committee (GRAC serves the same functions as our Solid Waste Commission). The GRAC voted not to allow the exemption for these services—a binding decision
- Staff has sent a cease and desist letter to Ridwell.
- Washington County staff is working with their certificated collectors to present a program offering similar services through the garbage and recycling collectors, to their Garbage & Recycling Advisory Committee, and Board. Other code change options will be presented as well.
- City of Gresham
 - The City of Gresham has sent a violation letter to Ridwell.
 - They have facilitated meetings with their franchisees and Ridwell in an effort to allow Ridwell to operate under their Code.
- City of Beaverton
 - City staff presented the Ridwell case to their Council. Council expressed interest in upholding the code, not allowing Ridwell to operate in the City. Council directed staff to develop a similar program, to be provided to all the citizens, through the existing solid waste collection franchisees. The program is to be presented to the council at a future date.
- City of Portland
 - Created additional exceptions to the residential franchise to allow services like Ridwell and to recognize other aspects of the waste system;
 - The code amendment allows for small businesses to compete for and provide junk removal services and special items collection, including collection service for reusable products and recycling options not provided in the blue carts.
- City of Hillsboro, City of Beaverton and Washington County are considering allowing their solid waste collection franchisees/certificate holders to provide a collection service similar to Ridwell’s.

Summary of Policy Options

Regardless of the option chosen staff believes it is important to uphold and clarify the authority of the County to regulate solid waste collection.

- New service through collectors—Direct existing regulated garbage and recycling collectors to offer additional subscription-based recycling services to all customers directly (franchised collectors have submitted a draft concept for such a service.) In this scenario the service would be available to all interested customers and fees would be determined by the County.
- New service through other regulated providers—Authorize collection services such as Ridwell or James’ Recycling through code amendment. In this scenario multiple

businesses could offer service including potentially existing collectors. This option would be compatible with the Regional Waste Plan.

- Amend the Recycling License system in code to allow licensing and operation with certain requirements in place to help ensure public benefit and environmental and social value.
- Other options such as releasing an RFP for a franchise to offer this service, or directing existing collectors to subcontract for the service, are believed to have a much lower feasibility.
- Benefits of allowing alternate collection (not exhaustive):
 - Allowing opportunities for smaller companies, with diverse ownership, to enter the solid waste system;
 - Clackamas County would be positioned with another tool in the regulated collection system when the Extended Producer Responsibility provisions of the Recycling Modernization Act are implemented, thus leveraging producer funds to promote all aspects of the system;
 - Allowing multiple providers, with variety of services, for customers to choose at their discretion;
 - Clackamas County can, with a code amendment, establish reasonable oversight to ensure public and environmental value;
 - The County could require, as a condition of license, the companies to perform weekend drop off events to serve customers unable to pay for subscription;
 - The County could use the license to collect data on material collected, point of disposal, vehicles used for collection and end markets to ensure the public is receiving the services they have subscribed to

Appointed Boards and Commissions (ABCs) Recommendation

The Clackamas County Community Health Council, under the Health, Housing and Human Services Department, opened their recruitment for consumer and non-consumer representation. The Community Health Council has a federal grant requirement to maintain a majority of consumer members, and its by-laws require a minimum of nine members. This ABC holds a current roster of six members.

Members voted unanimously at the regularly scheduled meeting on December 15, 2021 to recommend new member, Helen Watt, to serve her first term on the council.

Helen Watt is a community member of Clackamas County. Helen comes to us as a master's level retired Registered Nurse with twenty years of experience. Helen has an extensive background managing healthcare policies, procedures and finances. She is interested in serving her community and is interested in health care equality.

Our recommendation is as follows:

Helen Watt – Appointment to 1st term to end November 30, 2023.

The Board of County Commissioners could select other candidates or require further recruitment.

Please sign as appropriate indicating that a matrix and all applications are attached. The material has been reviewed by the appropriate signing authority, and the packet is ready for consideration by the BCC.

Liaison signature Samantha Hatfield

Date: 12/16/21

Division approval 

Date: 12/16/21

Department approval _____

Date: _____

ABC Matrix

Clackamas County 2021 - Community Health Council

Today's Date:10/22/21

First Name	Last Name	If this Position is currently a Vacancy (Member resigning, Member being reappointed)	Term Overview (1st, 2nd,etc)	Appointment Date (Month/Day/Year)	Term expires (Month/Day/Year)
Active Roster					
Tom	Lorence		2nd	8/22/2017	6/30/2023
Linda	Smith		1st	3/19/2019	2/28/2022
Janet	Squire		1st	5/22/2019	4/30/2022
Eric	Leatham		1st	3/23/2021	2/29/2024
Michelle	Walch		1st	5/18/2021	4/30/2024
Cee	Kaiser		1st	6/29/2021	5/31/2024
Carissa	Bishop	Member Resigned	1st	8/10/2021	7/31/2004
		Vacancy			
		Vacancy			
First Name	Last Name	If this Position is currently a Vacancy (Recommending applicant as new member)	Term Overview (1st, 2nd,etc)	Determined by the BCC (approval date)	Term Expires (Month/Day/Year)
New Members Recommended					
Helen	Watt	Recommending applicant as new member	1st		

Appointed Boards and Commissions (ABCs) Recommendation

The Developmental Disabilities (DD) Council, staffed by the Health, Housing, and Human Services Department (H3S), currently has 3 “provider” and 1 “advocate” openings on their commission due to term expirations. 18 total members are allowed with 3 year terms (3 providers, 1 advocate, and up to 14 families and/or persons with Intellectual disabilities and Developmental disabilities).

Recruitment initially opened to the public on 8/25/2021 and closed on 9/30/2021. It reopened on 10/25/21 and closed on 11/30/21, due to open spaces to fill. Recruitment took place by press release, Facebook, Nextdoor, and the county website. Through this recruitment process, 9 applications were received and 4 were recommended to be appointed. 4 applicants are new and 0 applicants are currently on the board. Interviews were conducted with 6 eligible applicants, 2 were unreachable, 1 withdrew.

The initial recommendation is as follows:

Name	Type	Term Ends
Kalkidan “Mimi” Ezra	Provider	1/1/2025, first term
Jacob Tolbert	Provider	1/1/2023, first term
Sara Lambert	Provider	1/1/2024, first term
John Merrick	Advocate	1/1/2023, first term

The Board of County Commissioners could select other candidates or require further recruitment.

Please sign as appropriate indicating that a matrix and all applications are attached. The material has been reviewed by the appropriate signing authority, and the packet is ready for consideration by the BCC.

Liaison signature: Kim Cota

Date: 12/13/21

Division approval: Brenda Durbin

Date: 12/13/21

Department approval: _____

Date: _____

ABC Matrix					
Clackamas County 2021 - Developmental Disabilities Council			Today's Date: 12/13/2021		
First Name	Last Name	If this Position is currently a Vacancy (Member resigning, Member being reappointed)	Term Overview (1st, 2nd, etc)	Appointment Date (Month/Day/Year)	Term expires (Month/Day/Year)
Active Roster					
Lisa	Ledison		1		12/1/2024
Gabriele	Graebert-Rodriguez		2		12/1/2022
Neil	Dixon		1		12/1/2023
Shasta	Kearns-Moore		1		12/1/2024
First Name	Last Name	If this Position is currently a Vacancy (Recommending applicant as new member)	Term Overview (1st, 2nd, etc)	Determined by the BCC (approval date)	Term Expires (Month/Day/Year)
New Members Recommended					
John	Merrick		1		1/1/2023
Kalkidan "Mimi"	Ezra		1		1/1/2025
Jacob	Tolbert		1		1/1/2023
Sara	Lambert		1		1/1/2024

Appointed Boards and Commissions (ABCs) Recommendation

The Compensation Board for Elected Officials currently has 1 (one) opening on their board due to the term expiration of a member. This ABC holds a member roster of 3 members with 4 year terms.

The recruitment to fill this opened to the public on October 14, 2021 and closed on November 23, 2021. The member vacancy was advertised via press release, Facebook, Nextdoor, regional professional human resources organizations, and the county website. Through this recruitment process, one application was received.


Ms. Grandy previously served on the Compensation Board for Elected Officials in Clackamas County from 2018-2021. Ms. Grandy possesses a great deal of HR and compensation experience. In addition to her experience as a citizen volunteer on the Compensation Board for Elected Officials, she has served the community as a volunteer literacy tutor for children and adults.


The recommendation is as follows:

Alisa Grandy - Appointment to 2nd term to end 12/31/2025

The Board of County Commissioners could require further recruitment.

Please sign as appropriate indicating that a matrix and all applications are attached. The material has been reviewed by the appropriate signing authority, and the packet is ready for consideration by the Board of County Commissioners.

Liaison signature: heatherped@co.
clackamas.or.us  Digitally signed by: heatherped@co.
clackamas.or.us
DN: CN = heatherped@co.clackamas.or.us
Date: 2021.12.09 10:56:02 -08'00'

Department approval: Evelyn Minor-
Lawrence, IPMA-CP  Digitally signed by Evelyn Minor-
Lawrence, IPMA-CP
Date: 2021.12.13 11:09:07 -08'00'

ABC Matrix

Clackamas County 2021 - Compensation Board for Elected Officials **Today's Date: 12/13/2021**

First Name	Last Name	If this Position is currently a Vacancy (Member resigning, Member being reappointed)	Term Overview (1st, 2nd,etc)	Appointment Date (Month/Day/Year)	Term expires (Month/Day/Year)
Active Roster					
Colleen	Wilson		1st Term	4/2019	12/31/2022
Alisa	Grandy	Member being reappointed	2nd Term	3/2018	12/31/2021 - 1st Term 12/31/2025 - 2nd Term
Melissa	Fireside		1st Term	2/2021	1/2/2023
First Name	Last Name	If this Position is currently a Vacancy (Recommending applicant as new member)	Term Overview (1st, 2nd,etc)	Determined by the BCC (approval date)	Term Expires (Month/Day/Year)
New Members Recommended					



Clackamas County Sheriff's Office

ANGELA BRANDENBURG
Sheriff

Board of County Commissioners
Clackamas County

Members of the Board:

Approval Purchase for Body Cameras from Axon Enterprise
for use by Clackamas County Sheriff's Office

Purpose/Outcome	Approval to purchase Body Cameras, Tasers, associated accessories, software services, and related training for the Sheriff's Office
Dollar Amount and Fiscal Impact	\$2,065,717.00
Funding Source	Sheriff's Office Budget - Levy
Duration	FY2022-2026
Previous Board Action/Review	Previous approved first purchase of Body Cameras for \$1,586,066.65, D.3 CCSO
Strategic Plan Alignment	Furtheres the County's focus to keeping our residents safe, healthy and secure
Counsel Review	12/13/2021 Counsel Initials: AN
Procurement Review	Was the project processed through Procurement? Yes.
Contact Person	Jenna Morrison, Chief Deputy 503.785.5022

BACKGROUND:

The Clackamas County Sheriff's Office requests approval to enter into a 5-year agreement with Axon Enterprise to additional purchase 120 body cameras, 100 Evidence.com licenses, 50 Taser 7 devices for the Jail, associated accessories, software services, and related training. This technology will allow Sheriff's Office deputies to record audio and video when interacting with the public.

This five-year contract provides body worn cameras and accessories, video storage, cellular service, and all software needed to implement and maintain a body worn camera program. A comprehensive suite of Axon's software is included in this purchase to aide in the administration of the body worn camera (BWC) program including artificial intelligence-powered redaction and transcription tools. The Axon package is all-inclusive of hardware, software, and training aides and will not require additional investment from the County.

Axon is one of the largest providers of body worn cameras in the nation, making up 75% of the market share of BWCs in major US cities. Axon BWCs offer seamless integration with their Taser line of non-lethal weapons which are carried by our deputies. Axon cameras are currently used by other local and regional law enforcement partners including Tigard, Medford, Corvallis and Seattle police departments in addition to the Benton, Spokane, and LA County Sheriff's Departments. The overall cost of this contract is \$3,651,783.65.

Office: 9101 SE Sunnybrook Blvd., Clackamas, OR 97015

Mailing: 2223 Kaen Road, Oregon City, OR 97045

Phone: 503-785-5000 • Fax: 503-785-5190 • www.clackamas.us/sheriff

Procurement Process:

Approval of the purchase is being requested under the Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements. A notice will be published upon signature of this staff report. Pending that advertisement, **this purchase will be made using Sourcewell contract #010720-AXN with AXON Enterprise, Inc.**

RECOMMENDATION: Sheriff's Office respectfully requests that the Board of County Commissioners approves this body cameras purchase.

Respectfully submitted,



Jenna Morrison
Chief Deputy

Placed on the BCC Agenda _____ by the Procurement Division

Approval of purchase _____
Chair

Recording Secretary

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

In the Matter of Approving
Issuance of Purchase Order



Board Order No. _____

Page 1 of 2

Whereas, the Clackamas County Board of County Commissioners (the “Board”) has authority to sign all contracts and any amendments or renewals of the same;

Whereas, Local Contact Review Board Rule C-046-0400, Authority of Cooperative Procurements permits Clackamas County to purchase goods and services using permissive cooperative contracts;

Whereas, Clackamas County Procurement intends to use permissive cooperative contract, for this purchase;

Whereas, Clackamas County Sheriff’s Department previously purchased AXON body cameras, tasers and associated accessories, software services, and related training. Through, Board Order D.3 CCSO, authorizing purchase utilizing Sourcewell Contract #010720-AXN;

Whereas, the Clackamas County Sheriff’s Department desires to purchase a 5-year agreement with Axon Enterprise to purchase 120 body cameras, 100 Evidence.com licenses, 50 Taser 7 devices for the Jail, associated accessories, software services, and related training, for total of \$2,065,717.00 through FY 2026;

Whereas, the Clackamas County Department of Finance requests authority to purchase the aforementioned equipment by issuance of a purchase order (“PO”);

Whereas, a PO is issued directly through the Department of Finance’s management software with no signature required or available;

NOW THEREFORE, the Clackamas County Board of County Commissioners orders as follows:

1. The requested purchase of the aforementioned equipment from Axon Enterprises in the amount of \$2,065,717.00 is hereby approved once the procurement process has been executed;
2. The Clackamas County Administrator is delegated limited authority to sign the AXON quote The Clackamas County Department of Finance is hereby delegated limited authority to issue a PO to purchase the aforementioned equipment and services once the procurement process is complete

[Signatures to Follow]

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

In the Matter of Approving
Issuance of Purchase Order



Board Order No. _____
Page 2 of 2

DATED this ____ day of _____, 2021

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary



John D. Wentworth, Clackamas County District Attorney

807 Main Street, Oregon City, Oregon 97045
 P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

January 6, 2022

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of

Grant Agreement from the Oregon Department of Justice for Child Abuse Multidisciplinary Intervention (CAMI) Program Services Total Grant Award is \$1,040,851.29 funding through the State of Oregon. These are pass Through funds. No County General Funds are involved.

Purpose / Outcomes	The CAMI Program’s goal is to support a multidisciplinary approach to child abuse intervention. Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (ORS 419B.005 through 419B.050).		
Dollar Amount and Fiscal Impact	Total grant award: \$1,040,851.29; Carry Over from 20-21: \$23,394.61		
	Total Budget = \$1,064,245.89		
	Expenditure Description	MDT Approved 2021-2022 Budget:	Estimated 2022-2023 Budget:
	Children’s Center	\$450,500.00	\$450,500.00
	RISK Outreach	\$30,000.00	\$30,000.00
	MDT Coordinator	\$32,000.00	\$33,000.00
	Training	\$30,710.00	\$6,576.00
Supplies	\$610.25	\$349.64	
	Total	\$543,820.25	\$520,425.64
Funding Source	State of Oregon, acting by and through OR Department of Justice, pass-through funds.		
Duration	Effective July 1, 2021 through June 30, 2023.		
Previous Board Action/Review	The Board approved the 2021-2023 MDT CAMI grant application on Nov 4, 2021, Item Number A.4.		
Strategic Plan Alignment	Ensure safe, healthy and secure communities for children.		
Procurement Review	1. Was the item processed through Procurement? No 2. Item is a State Pass-Through Grant.		
Contact Person	Bob Willson, Management Analyst 2 – District Attorney’s Office, 503-650-3011		

BACKGROUND:

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county’s District Attorney’s office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately. (Grant Handbook, Page 5)

Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI) since at least 2005. CAMI funds are intended for the ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792) and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.745 through 418.747).



John D. Wentworth, Clackamas County District Attorney

807 Main Street, Oregon City, Oregon 97045
P: 503.655.8431 | F: 503.650.8943 | districtattorney@clackamas.us

RECOMMENDATION:

I respectfully recommend that the Board approve the attached 2021-2023 State Child Abuse Multidisciplinary Intervention (CAMI) Grant Program Award between Clackamas County, acting by and through its District Attorney's Office and the State of Oregon, acting by and through its Department of Justice.

Respectfully submitted,

John D. Wentworth



DEPARTMENT OF JUSTICE
CRIME VICTIM AND SURVIVOR SERVICES DIVISION

MEMORANDUM

DATE: July 1, 2021

TO: 2021-2023 Child Abuse Multidisciplinary Intervention Grant Recipients

FROM: Robin Reimer, CAMI Fund Coordinator
Crime Victim and Survivor Services Division

Attached is your agency's 2021-2023 Grant Agreement. Please download the entire document and have your authorized official sign the final page of the Grant Agreement.

Once the Grant Agreement is signed, upload a copy of the signed Grant Agreement with Exhibits in the "Grantee Signed Grant Agreement" upload field on the "Grant Agreement Upload" page in your application in E-Grants then **change the application status in CVSSD E-Grants to "Agreement Accepted."** Please complete these steps as soon as possible.

Once the signed Grant Agreement with exhibits has been received by CVSSD, a copy of the document signed by both your authorized official and CVSSD Director Shannon Sivell will be uploaded to E-Grants and the status of your application will be changed to "Grant Awarded." You will find the uploaded copy of your grant agreement under the "Agreement Upload" form on the Forms Menu of your application.

If you have any questions regarding this agreement, please feel free to contact Robin Reimer at 503-507-4990.



DEPARTMENT OF JUSTICE
Crime Victim and Survivor Services Division

**2021-2023 STATE CHILD ABUSE MULTIDISCIPLINARY
INTERVENTION (CAMI) GRANT PROGRAM AWARD**

<p>1. Applicant Agency's Name and Address:</p> <p>Clackamas County, acting by and through its District Attorney's Office 2051 Kaen Rd. Oregon City, OR 97045</p> <p>Contact Name: Joan Radonich Telephone: (503) 936-6267 E-mail: jprc5@comcast.net</p>	<p>2. Special Conditions:</p> <p>This grant project is approved subject to such conditions or limitations as set forth in the attached Grant Agreement.</p>
<p>4. Award Number:</p> <p>CAMI-MDT-2021-ClackamasCo.DAVAP-00031</p>	<p>3. Statutory Authority for Grant:</p> <p>ORS 418.746</p>
<p>6. Grantee Tax Identification Number:</p> <p>93-6002286</p>	<p>5. Award Date:</p> <p>July 1, 2021</p>
<p>8. Project Period:</p> <p>July 1, 2021– June 30, 2023</p>	<p>7. Type of Recipient:</p> <p>DAVAP</p>
<p>10. Semi-Annual Progress Report Due Dates:</p> <p>January 31, 2022 July 20, 2022 January 31, 2023 July 20, 2023(final)</p>	<p>9. Grant:</p> <p>Allocation Amount (Grant): \$1,040,851.28 Carryover in Addition Amount: \$ 46,966.65 Carryover in Offset Amount: \$- 23,572.04</p> <p>Budget (Allocation + Carryover in Addition): \$1,064,245.89</p>
<p>11. Financial Reports Due Dates:</p> <p>October 31, 2021 October 31, 2022 January 31, 2022 January 31, 2023 April 30, 2022 April 30, 2023 July 20, 2022 July 20, 2023 (final)</p>	<p>This award is contingent upon the contractor agreeing to the attached assurances and terms of award for the grant entitled "State Child Abuse Multidisciplinary Intervention (CAMI) Grant Award". This award document, the certified assurances and terms of award must be signed by an authorized official in order to validate the acceptance of this award.</p>

**OREGON DEPARTMENT OF JUSTICE
CHILD ABUSE MULTIDISCIPLINARY INTERVENTION ACCOUNT**

**INTERGOVERNMENTAL GRANT AGREEMENT
CAMI-MDT-2021-CLACKAMASCO.DAVAP-00031**

BETWEEN: State of Oregon, acting by and through (Grantor)
its Department of Justice,
1162 Court St. NE
Salem, Oregon 97301-4096
Facsimile Number: (503) 378-5738

AND: Clackamas Clackamas County, acting by and through its District Attorney's Office (Grantee)
2051 Kaen Rd.
Oregon City, OR 97045
Facsimile Number:

PROJECT START DATE: July 1, 2021

GRANT AWARD PROVISIONS

**SECTION 1
LEGAL BASIS OF AWARD**

Section 1.01. Legal Basis of Award. Pursuant to ORS 418.746¹, Grantor is authorized to enter into a Grant Agreement and to make an award, from the Child Abuse Multidisciplinary Intervention (CAMI) Account, to Grantee for the purposes set forth herein.

Section 1.02. Agreement Parties. This Intergovernmental Agreement, hereafter referred to as Agreement, is between Grantor and the forenamed Grantee.

Section 1.03. Effective Date. When all parties have duly executed this Agreement, and all necessary approvals have been obtained, this Agreement shall be effective, and have a Project start date of as of July 1, 2021.

Section 1.04. Agreement Documents. This Agreement includes the following documents, listed in descending order of precedence and incorporated into this Agreement: this Agreement (except Exhibits and documents incorporated herein), Exhibits A through C, and

(a) The most current version of the CAMI Grant Management Handbook available at

¹ 2019 Oregon Laws Ch. 141 (H.B. 2464 (2019 Regular Session)), amends ORS 418.746 and the related CAMI statutes. The amendments are operative January 1, 2020.

<https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/>

- (b) 2021-2023 CAMI MDT Grant Request for Applications Application Instructions and any Amendments.
- (c) Grantee's CAMI MDT 2021-2023 Application.

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.

Section 1.05. Source of Funds. Payment for the Project will be from the Child Abuse Multidisciplinary Intervention Account and monies allocated from the Oregon General Fund.

TERMS AND CONDITIONS

SECTION 2 GRANT AWARD

Section 2.01. Grant. In accordance with the terms and conditions of this Agreement, Grantor shall provide Grantee with a maximum of **\$1,040,851.28** (the "Grant") from the Child Abuse Multidisciplinary Intervention Account, and the Oregon General Fund, to financially support and assist Grantee's implementation of the Grantee's Application submitted via E-Grants and referred to as the "Project." Grantee agrees and acknowledges that Grantor may need to change the amount of the Grant based upon fluctuations in revenue, assessments to the Child Abuse Multidisciplinary Intervention Account program and other factors. Changes to the Grant amount will be implemented through amendments to this Grant Agreement.

Section 2.02. Grant Award. In accordance with the terms and conditions of this Agreement, Grantee shall carry out this Agreement on behalf of the multidisciplinary team. The multidisciplinary team shall implement the Project, using CAMI grant funds only for Project purposes.

Section 2.03. Disbursement of Grant Moneys. Subject to Sections 2.04, 2.05, and 2.06, Grantor shall disburse the Grant moneys to Grantees on a quarterly basis.

- (a) Additionally, grantee may retain (and expend in accordance with this Agreement) up to **\$23,394.61** of funds previously provided to Grantee in prior grant periods, which funds remained unexpended by Grantee on the date of this Agreement.

Section 2.04. Conditions Precedent to Each Disbursement. Grantor's obligation to disburse Grant moneys to Grantee pursuant to Section 2.03 is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- (a) Moneys are available in the Child Abuse Multidisciplinary Intervention Account and Oregon General Fund to finance the disbursement;
- (b) Grantor has received sufficient funding, appropriations, limitations, allotments, or other expenditure authorizations to allow Grantor, in the reasonable exercise of its administrative discretion, to make the disbursement;
- (c) Grantee is in compliance with all reporting requirements of all active or prior CAMI grants through the CAMI grant program, including, but not limited to:

- (i) Grantor has received completed reports through EGrants as described in Section 5.05(b).
- (d) No default as described in Section 6.03 has occurred;
- (e) Grantee has submitted the required information to resolve all of the conditional eligibility criteria by the deadlines set forth in the CVSSD E-Grants Modification Announcement found in CVSSD E-Grants; and
- (f) Grantee's representations and warranties set forth in Section 4 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

Section 2.05. Supplemental Grant Agreement Conditions. If Grantee fails to satisfy any of the following conditions, Grantor may withhold disbursement:

Upload fully executed contract with Children's Center by 2/15/22.

Section 2.06. Grant Availability Termination. The availability of Grant moneys under this Agreement and Grantor's obligation to disburse Grant moneys pursuant to Section 2.03 shall only be for expenses that Grantee incurs before **June 30, 2023** (the "Availability Termination Date"). Grantor may not disburse any Grant money for expenses which Grantee incurs after the Availability Termination Date. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Grantor accepts Grantee's completed performance or on **June 30, 2023**, whichever date occurs last. Agreement termination shall not extinguish or prejudice Grantor's right to enforce this Agreement with respect to any default by Grantee that has not been cured.

SECTION 3 USES OF GRANT

Section 3.01. Eligible Uses of Grant. Grantee's use of the Grant moneys is limited to those expenditures that are eligible under applicable federal and State of Oregon law, as necessary to conduct an activity or complete a project falling within a Service Area, as described in the CAMI Handbook. Grantee's use of Grant moneys is further limited by the following budget categories set forth in the revised budget (the "Budget") submitted to Grantor: Personnel, Services and Supplies, and Other Expenses (the "Budget Categories"). Grantee's use of Grant moneys in a particular Budget Category may not exceed the amount specified therefore in the Budget except as permitted by and in accordance with the procedures set forth through CVSSD E-Grants with regard to budget revisions.

Section 3.02. Ineligible Uses of Grant. Notwithstanding Section 3.01, Grantee shall not use the Grant moneys to retire any debt, to reimburse any person or entity for expenditures made or expenses incurred prior to the date of this Agreement, to replace funds previously allocated by Grantee for child abuse intervention, or any other purpose not authorized by this Agreement.

Section 3.03. Unexpended Grant Moneys. Any Grant moneys disbursed to Grantee, or any interest earned by Grantee on the Grant moneys, that are not expended by Grantee in accordance with this Agreement by the earlier of the Availability Termination Date or the date this Agreement is terminated shall be returned to Grantor or, with Grantor's prior written approval, carried over to another award from the Child Abuse Multidisciplinary Intervention Account. Grantee may retain and carry forward unexpended amounts of Grantee's 2021-2023 allocation to support and carry out obligations of this Grant Award. Grantee may, at its option, satisfy its obligation to return unexpended funds under this Section 3.03 by paying to Grantor the amount of unexpended funds or permitting Grantor to recover the amount of the unexpended funds from future payments to Grantee from Grantor. If Grantee fails to return the amount of the unexpended funds

within fifteen (15) days after the Availability Termination Date or the date this Agreement is terminated, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this agreement and any payment to Grantee from Grantor under any contract or agreement, present or future, between Grantor and Grantee.

SECTION 4 GRANTEE'S REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants to Grantor as follows:

Section 4.01. Existence and Power. Grantee is a political subdivision of the State of Oregon duly organized, validly existing, and in good standing under the laws of Oregon. Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

Section 4.02. Authority, No Contravention. The making and performance by Grantee of this Agreement (a) have been duly authorized by all necessary action of Grantee, (b) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board or other administrative agency, any provision of Grantee's articles of incorporation or bylaws, or any provision of Grantee'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 Grantee is a party or by which Grantee or any of its properties are bound or affected.

Section 4.03. Binding Obligation. This Agreement has been duly authorized, executed and delivered on behalf of Grantee and constitutes the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms.

Section 4.04. Approvals. 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 Grantee of this Agreement.

SECTION 5 GRANTEE'S AGREEMENTS

Section 5.01. Project Commencement. Grantee shall cause the Project to be operational no later than 60 days from the Project Start Date of this Agreement. If the Project is not operational by that date, Grantee must submit a letter to Grantor describing steps taken to initiate the Project, reasons for delay, and the expected Project Start Date. If the Project is not operational within 90 days of the date of the Project Start Date, the Grantee must submit a second letter explaining the additional delay in implementation, and the Grantor may, after reviewing the circumstances, consider the Grantee in default in accordance with Section 6.03 and may terminate the Agreement in accordance with Section 6.02.

Section 5.02. Project Completion. Grantee shall complete the Project no later than the Availability Termination Date described in Section 2.06 provided, however, that if the full amount of the Grant is not available because one or both of the conditions set forth in Sections 2.04(a) and (b) are not satisfied, the Grantee shall not be required to complete the project.

Section 5.03. Service Area Activities. Grantee shall conduct at least one activity or complete at least one project falling within at least one of the Service Areas no later than the Availability Termination Date.

Section 5.04. Nondisclosure of Confidential or Private Information. In order to ensure the safety of adult,

youth, and child victims and their families, Grantee shall protect the confidentiality and privacy of persons receiving services.

- (a) The term “personally identifying information”, “individual information”, or “personal information” means individually identifying information for or about an individual victim including (1) a first and last name; (2) a home or other physical address; (3) contact information (including a postal, e-mail or Internet protocol address, or telephone or facsimile number); (4) a social security number; and (5) any other information, including date of birth, racial or ethnic background, or religious affiliation, that, in combination with any other non-personally identifying information would serve to identify any individual.
- (b) Grantee may share (1) non-personally identifying data in the aggregate regarding services to their clients and non-personally identifying information in order to comply with Federal, State, tribal, or territorial reporting, evaluation, or data collection requirements; (2) court-generated information and law-enforcement generated information contained in secure, governmental registries for protection order enforcement purposes; and (3) law-enforcement and prosecution-generated information necessary for law enforcement and prosecution purposes.
- (c) Grantee shall not disclose any personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs, regardless of whether the information has been encoded, encrypted, hashed or otherwise protected. This applies to:
 - (i) Information being requested for a Federal, State, tribal, or territorial grant program; and
 - (ii) Disclosure from the Grantee’s organization, agency, or government, including victim and non-victim services divisions or components and leadership of the organization, agency or government; and
 - (iii) Disclosure from victim services divisions or components of an organization, agency, or government to the leadership of the organization, agency, or government (e.g., executive director or chief executive). Such executive shall have access without releases only in extraordinary and rare circumstances. Such circumstances do not include routine monitoring and supervision.
- (d) Personally identifying information or individual information collected in connection with services requested, utilized, or denied through Grantee’s programs may not be released except under the following circumstances:
 - (i) The victim signs a release as provided below;
 - (ii) Release is compelled by statutory mandate, which includes mandatory child abuse reporting laws; or
 - (iii) Release is compelled by court mandate, which includes a legal mandate created by case law, such as a common-law duty to warn.
- (e) Victim releases must meet the following criteria:
 - (i) Releases must be informed, written, reasonably time-limited. Grantee may not use a blanket release and must specify the scope and limited circumstances of any disclosure. At a minimum,

Grantee must: discuss with the victim why the information might be shared, who would have access to the information, and what information could be shared under the release; reach agreement with the victim about what information would be shared and with whom; and record the agreement about the scope of the release. A release must specify the duration for which information may be shared. The reasonableness of this time period will depend on the specific situation.

- (ii) Grantee may not require consent to release of information as a condition of service.
- (iii) Releases must be signed by the victim unless the victim is a minor who lacks the capacity to consent to release or is a legally incapacitated person and has a court-appointed guardian. Except as provided in paragraph (e)(iv) of this section, in the case of an unemancipated minor, the release must be signed by the minor and a parent or guardian; in the case of a legally incapacitated person, it must be signed by a legally-appointed guardian. Consent may not be given by the abuser of the minor or incapacitated person or the abuser of the other parent of the minor. If a minor is incapable of knowingly consenting, the parent or guardian may provide consent. If a parent or guardian consents for a minor, the grantee or subgrantee should attempt to notify the minor as appropriate.
- (iv) If the minor or person with a legally appointed guardian is permitted by law to receive services without the parent's or guardian's consent, the minor or person with a guardian may consent to release information without additional consent.
- (f) If release of information described in the previous paragraph is compelled by statutory or court mandate, Grantee shall make reasonable attempts to provide notice to victims affected by the disclosure of information; and Grantee shall take steps necessary to protect the privacy and safety of the persons affected by the release of the information.
- (g) Fatality reviews. Grantee may share personally identifying information or individual information that is collected as described in paragraph (a) of this section about deceased victims being sought for a fatality review to the extent permitted by their jurisdiction's law.
- (h) Breach of Personally Identifying Information. Grantee is responsible for taking reasonable efforts to prevent unauthorized releases of personally identifying information or individual information that is collected as described in paragraph (a) of this section. The Grantee (and any subgrantee at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subgrantee), 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Grantee's breach procedures must include a requirement to report actual or imminent breach of personally identifying information to a CVSSD Fund Coordinator no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.
- (i) Grantee shall notify the Grantor promptly after receiving a request from the media for information regarding a recipient of services funded with Grant money.

Section 5.05. Reporting Requirements. Grantee shall submit all reports through the CVSSD E-Grant system at www.cvssdegrants.com.

- (a) Quarterly Financial Reports. No later than 30 days after the end of the calendar quarters ending: September 30, December 31, March 31, and no later than July 20 for the calendar quarter ending June 30, Grantee shall provide Grantor with quarterly financial reports as described in the CVSSD E-Grant system.
- (b) Semi-Annual Progress Report. Twice in each year of the grant, Grantee shall submit program progress and service information describing the activities of the Multidisciplinary Team (MDT) for that six-month period. Reports will be due no later than 30 days after the end of the calendar quarters ending December 31, and no later than July 20 for the calendar quarter ending June 30. These reports will document grant-funded activity as listed in the Intervention Plan, described in ORS 418.746(5)(a), and will document the number of children served by the MDT, the types of services provided, and compliance with Karly's Law (ORS 418.806 to 418.816 and 419B.022).

Section 5.06. Criminal History Verification. Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with victims of crime as follows:

- (a) By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police Office and furnish a copy thereof to Grantee; or
- (b) As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or
- (c) By use of another method of criminal history verification that is at least as comprehensive as those described in sections (a) and (b) above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with victims of crime.

Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers. The review will examine: (1) the severity and nature of the crime; (2) the number of criminal offenses; (3) the time elapsed since commission of the crime; (4) the circumstances surrounding the crime; (5) the subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and (6) the police or arrest report confirming the subject individual's explanation of the crime.

Grantee shall determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of one of the crimes described in this Section, and whether based upon the conviction the person poses a risk to working safely with victims of crime. If Grantee intends to hire or retain the employee, potential employee or volunteer, Grantee shall confirm in writing the reasons for hiring or retaining the individual. These reasons shall address how the applicant/ employee/volunteer is presently suitable or able to work with victims of crime in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraph of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention.

Section 5.07. Procurement Standards. Grantee shall follow the same policies and procedures it uses for procurement from any other State or federal funds. Grantee shall use its own procurement procedures and regulations, provided that the procurement conforms to applicable Federal and State law and standards.

Section 5.08 Meeting Documentation. MDT Administrative Business. The MDT must keep minutes from each MDT administrative meeting or any administrative discussion during any meeting. Grantee shall ensure that the MDT keeps proper minutes from each MDT administrative meeting as it occurs. Administrative discussion includes but is not limited to the changes to the grant Intervention Plan, requests to redirect grant funds, and changes to roles or personnel on the MDT. Per 5.09 below, Grantor periodically may request to review meeting minutes. Grantor may require meeting minutes as part of any budget revision discussion, indicating the MDT's approval for any change to the MDT budget.

Section 5.09. Records and Inspection. Grantee shall keep proper books of account and records on all activities associated with the Grant including, but not limited to, books of account and records on expenditure of the Grant moneys and on the services financed with the Grant moneys. Grantee will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of six years after the Availability Termination Date set forth in Section 2.06 or the date that all disputes, if any, arising under this Agreement have been resolved. Grantee will permit Grantor, the Secretary of State of the State of Oregon, or their duly authorized representatives to inspect its properties, all work done, labor performed and materials furnished in connection with the activities financed with Grant moneys, and to review and make excerpts and transcripts of its books of account and records with respect to the receipt and disbursement of funds received from Grantor. Access to these books of account and records is not limited to the required retention period. The authorized representatives shall have access to records at any reasonable time for as long as the records are maintained. In particular, but without limiting the generality of the foregoing, Grantee shall permit Grantor's Child Abuse Multidisciplinary Intervention Account coordinator to attend case staffings, confidential proceedings and other meetings related to services financed with Grant moneys as Grantor deems reasonably necessary to monitor Grantee's use of the Grant moneys.

Section 5.10. Compliance with Laws. Grantee shall comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances related to expenditure of the Grant moneys and the activities financed with the Grant moneys. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with (a) Title VI of the Civil Rights Act of 1964, (b) Section V of the rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659A.142, (d) all regulations and administrative rules established pursuant to the foregoing laws, and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Section 5.11. Grant Management Handbook. Grantee shall comply, and cause its subgrantees to comply, with the terms of the Grant Management Handbook available at <https://www.doj.state.or.us/crime-victims/grant-funds-programs/child-abuse-multidisciplinary-intervention-cami-fund/> and incorporated herein.

Section 5.12. Movement of Funds. Grantee shall obtain prior approval from Grantor for:

- (a) For grant awards totaling \$500,000 or less: Movement of funds that total more than \$3,000 in the Personnel, Services and Supplies, and/or Other Services categories;
- (b) For grant awards totaling more than \$500,000: Movement of funds that total more than \$5,000 in the Personnel, Services and Supplies, and/or Other Services categories; OR
- (c) Adding a budget category or line item that did not exist in the original budget; OR
- (d) Deleting an existing category.

SECTION 6
TERMINATION AND DEFAULT

Section 6.01. Mutual Termination. This Agreement may be terminated by mutual consent of both parties.

Section 6.02.

Termination by Either Party or by Grantor. Either party may terminate this Agreement, for any reason, upon 30 days advance written notice to the other party. In addition, Grantor may terminate this Agreement effective immediately upon written notice to Grantee, or effective on such later date as may be established by Grantor in such notice, under any of the following circumstances: (a) Grantor fails to receive sufficient appropriations or other expenditure authorization to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (b) Grantor fails to receive sufficient federal or state funds to allow Grantor, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, (c) there is a change in federal or state laws, rules, regulations or guidelines so that the Project funded by this Agreement is no longer eligible for funding, or (d) in accordance with Section 6.02.

Section 6.03. Effect of Termination. Upon receiving a notice of termination of this Agreement or upon issuing a notice of termination to the Grantor, Grantee shall immediately cease all activities under this Agreement unless, in a notice issued by Grantor, Grantor expressly directs otherwise.

Section 6.04. Default. Either party shall be in default under this Agreement upon the occurrence of any of the following events:

- (a) Either party shall be in default if either party fails to perform, observe or discharge any of its covenants, agreements or obligations contained herein or in any Exhibit attached hereto; or
- (b) Any representation, warranty or statement made by Grantee herein or in any documents or reports relied upon by Grantor to measure progress on the Project, the expenditure of Grant money or the performance by Grantee is untrue in any material respect when made; or
- (c) Grantee (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) 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 federal Bankruptcy Code (as now or hereafter in effect), or (viii) 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 Grantee, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Grantee, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Grantee or of all or any substantial part of its assets, or (iii) 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).

Section 6.05. Remedies Upon Default. If Grantee's default is not cured within fifteen (15) days of written notice thereof to Grantee from Grantor or such longer period as Grantor may authorize in its sole discretion, Grantor may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant money, payment of interest earned on the Grant money, and declaration of ineligibility for the receipt of future ODSVS awards. If, as a result of Grantee's default, Grantor demands return of all or a portion of the Grant money or payment of interest earned on the Grant money, Grantee may, at Grantee's option, satisfy such demand by paying to Grantor the amount demanded or permitting Grantor to recover the amount demanded by deducting that amount from future payments to Grantee from Grantor. If Grantee fails to repay the amount demanded within fifteen (15) days of the demand, Grantee shall be deemed to have elected the deduction option and Grantor may deduct the amount demanded from any future payment from Grantor to Grantee, including but not limited to, any payment to Grantee from Grantor under this Agreement and any payment to Grantee from Grantor under any other contract or agreement, present or future, between Grantor and Grantee.

SECTION 7 MISCELLANEOUS

Section 7.01. No Implied Waiver, Cumulative Remedies. The failure of Grantor to exercise, and any delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

Section 7.02. Governing Law; Venue; 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 Grantor (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 a Circuit Court of the State of Oregon of proper jurisdiction. **THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS.**

Section 7.03. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto pertaining to this Agreement or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Grantee or Grantor at the address or number set forth on page 1 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. Notwithstanding the foregoing, 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 by personal delivery shall be deemed to be given when actually delivered.

Section 7.04. Amendments. This Agreement may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties or as described and certified through CVSSD E-Grants and no term of this Agreement may be waived unless the party against whom such waiver is sought to be enforced has given its waiver in writing. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given.

Section 7.05. Subcontracts, Successors and Assignments.

- a. Grantee shall not enter into any subcontracts for any of the Project activities required by this Agreement without Grantor's prior written consent. Grantee shall ensure that all subcontractors comply with the terms and conditions of this Agreement and provide the same assurances as the Grantee must in its use of Oregon Criminal Fines Account or General Funds. Grantee shall comply with procurement standards as defined in Section 5.07 when selecting any subcontractor. Grantee shall require any subcontractor to comply in writing with the terms of an Independent Contractor Agreement as described in the [Minimally Recommended Elements for an Independent Contractor Agreement](https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf) found at https://www.doj.state.or.us/wp-content/uploads/2019/04/Minimally_recommended_elements_of_Independent_Contractor_Agreement.pdf Grantor's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement.
- b. This Agreement shall be binding upon and inure to the benefit of Grantor, Grantee, and their respective successors and assigns, except that Grantee may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of Grantor.

Section 7.06. Entire Agreement. This Agreement constitutes 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.

Section 7.07. Insurance. Grantee shall obtain at Grantee's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Grantee shall obtain the following insurance from self-insurance, 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 Grantor. If requested by Grantor, Grantee shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Grantor's representatives responsible for verification of the insurance coverages required under this Agreement.

- (a) Workers' Compensation. All employers, including Grantee, 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).
- (b) Comprehensive or Commercial General Liability Insurance.
Grantee shall obtain and maintain in effect comprehensive or commercial general liability insurance covering personal injury and property damage arising from the conduct and implementation of the Project (including contractual liability coverage for the indemnity provided in this Agreement) on an occurrence basis.
- (c) Automobile Liability Insurance.
If in the conduct and implementation of the Project, Grantee provides transportation for and/or transports individuals in automobiles, Grantee shall obtain and maintain in effect automobile liability insurance, including coverage for owned, hired or non-owned vehicles, as applicable.
- (d) Professional Liability Insurance.
If in the conduct and implementation of the Project, Grantee provides professional advice or services, Grantee shall obtain and maintain professional liability insurance covering any damages

caused by an error, omission or any negligent acts related to the performance of any professional services to be provided under this Agreement.

- (e) Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Grantee or its insurer(s) to State of Oregon, Department of Justice, Crime Victim and Survivor Services Division.
- (f) "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Grantee's completion and Grantor's acceptance of the Project, or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Grantee 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 Grantee shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Grantee shall provide to Grantor, upon Grantor's request, certification of the coverage required under this section.
- (g) Subcontractor Insurance Requirements. Grantee shall require each of its first tier contractors that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance complying with the requirements set forth in Exhibit C, attached hereto and incorporated by reference herein, before the contractor performs under the contract between Grantee and the contractor (the "Subcontract"), and ii) maintain such insurance in full force throughout the duration of the Subcontract. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon and that is acceptable to Grantor. Grantee shall not authorize contractor to begin work under the Subcontract until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in each Subcontract 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 a stop work order (or the equivalent) until the insurance is in full force or terminating the Subcontract as permitted by the Subcontract, or pursuing legal action to enforce the insurance requirements. In no event shall Grantee permit a contractor to work under a Subcontract when the Grantee 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 Grantee directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

Section 7.08. 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 Grantor is jointly liable with the Grantee (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 Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee 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 Grantee 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 Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee 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 Grantee 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 Grantee 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 Grantee'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.

Grantee shall take all reasonable steps to cause each of its contractors that is not a unit 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 Grantee'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 gross negligence or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

Section 7.09. False Claim Act. Grantee will refer to the Grantor any credible evidence that a principal, employee, agent, sub-grantee contractor, contractor or other person has submitted a false claim under the False Claims Act (31 USC 3729-3733; ORS 180.750-180.785) or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds provided under this Grant Agreement.

Section 7.10. Time is of the Essence. Grantee agrees that time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

Section 7.11. Survival. All provisions of this Agreement set forth in the following sections shall survive termination of this Agreement: Section 3.03, Unexpended Grant Moneys; Section 5.09, Records and Inspection; and Section 7, MISCELLANEOUS, and any other provisions that by their terms are intended to survive termination of this Agreement.

Section 7.12. Counterparts. This Agreement 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 this Agreement so executed shall constitute an original.

Section 7.13. 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.

Section 7.14. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent contracting parties and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Agreement.

Section 7.15. Headings. The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

Section 7.16. No Third Party Beneficiaries. Grantor 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, indirectly or otherwise, to third persons.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.



STATE OF OREGON

Acting by and through its Department of Justice

By: _____

Name: Shannon L. Sivell

Title: Director, Crime Victim and Survivor Services Division

Date: _____

AUTHORIZED AGENT FOR GRANTEE

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

By: Shannon Sivell

Title: Director, Crime Victim and Survivor Services

Date: Approved by email 10/18/2021

EXHIBIT A

SUBCONTRACTOR INSURANCE REQUIREMENTS

A. REQUIRED INSURANCE. Subcontractor shall obtain at Subcontractor's expense the insurance specified in this section prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement. Subcontractor shall obtain the following insurance from 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 Grantor.

i. **WORKERS COMPENSATION.** All employers, including Subcontractor, 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).

ii. **EMPLOYERS' LIABILITY.**

Required by Agency **Not required by Agency.**

If Subcontractor is a subject employer, as defined in ORS 656.023, Subcontractor shall obtain employers' liability insurance coverage.

iii. **PROFESSIONAL LIABILITY**

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides professional advice or services, Subcontractor shall obtain and maintain Professional Liability Insurance in a form and with coverages that are satisfactory to the State covering any damages caused by an error, omission or any negligent acts related to the professional services to be provided under this Agreement.

iv. **COMMERCIAL GENERAL LIABILITY.**

Required by Agency **Not required by Agency.**

Subcontractor shall obtain and maintain Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis.

v. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Required by Agency **Not required by Agency.**

If in the conduct and implementation of the Subcontract, Subcontractor provides transportation for or transports individuals in automobiles, Subcontractor shall obtain and maintain Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability").

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Subcontractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. "TAIL" COVERAGE. If any of the required professional liability insurance is on a "claims made" basis, Subcontractor shall either maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement, for a minimum of 24 months following Subcontractor's completion and Grantor's acceptance of all performance required under this Agreement. Notwithstanding the foregoing 24-month requirement, if Subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then Subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace for the coverage required under this Agreement. Subcontractor shall provide to Grantee or Grantor, upon Grantee or Grantor's request, certification of the coverage required under this Exhibit C.

D. CERTIFICATE(S) OF INSURANCE. Subcontractor shall make available to Grantee Certificate(s) of Insurance for all required insurance before performance required under this Agreement. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Subcontractor shall pay for all deductibles, self-insured retention and self-insurance, if any. **The Subcontractor shall immediately notify the Grantee of any material change in insurance coverage.**



Dave DeVore
Interim TS Director

Technology Services

121 Library Court Oregon City, OR 97045

January 6, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with City of Sandy for a
Business Internet Service on the CBX Fiber Network

Purpose/Outcomes	Clackamas Broadband eXchange (CBX) is looking for approval to enter into an Intergovernmental Agreement (IGA) with the City of Sandy for Internet Services (ISP) to businesses along the CBX fiber network.
Dollar Amount and Fiscal Impact	CBX will provide the funding for the expansion of the existing CBX network, up to \$3,000.00 per customer, to interested businesses along the CBX fiber network. CBX has these funds available in its current fiscal budget. No general funds will be utilized.
Funding Source	The funding source for the expansion of the CBX fiber network will be contributed from the CBX budget and then reimbursed by the monthly internet service fee.
Duration	Effective upon signature by the board the initial contract is for 5 years with automatic one year renewals. The contract is not to exceed 10 years in length.
Previous Board Action	The Board previously approved an agreement with the City of Sherwood for a business Internet service on December 12, 2019. The Board also reviewed this IGA at the County Administrator Issues/Updates on January 4, 2022.
Strategic Plan Alignment	Direct support for County and Technology Service initiatives for: <ul style="list-style-type: none"> - Build a strong infrastructure - Build public trust through good government
Counsel Review	AN, December 14, 2021
Procurement Review	This project was not processed through Procurement.
Contact Person	Duke Dexter, IS Project Coordinator, 503-722-6663
Contract No.	N/A

Background:

CBX is proposing an IGA to partner with the City of Sandy to provide ISP services to businesses along the CBX fiber network. This is a partnership that will directly benefit the businesses in Clackamas County by providing fast, reliable and affordable internet services. CBX will be responsible for the physical infrastructure and the City of Sandy will provide the internet service.

Recommendation:

Staff respectfully recommends approval to enter into this Intergovernmental Agreement with the City of Sandy. Staff further recommends the Board delegate authority to the Interim TS Director to sign agreements necessary in the performance of this agreement.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dave Devore', with a long horizontal flourish extending to the right.

Dave Devore,
Interim TS Director

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND THE CITY OF SANDY**

THIS AGREEMENT (“Agreement”) is entered into and by and between Clackamas County (“County”), a political subdivision of the State of Oregon, and the City of Sandy (“City”), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Cooperation of Governmental Units), collectively referred to as the “Parties” and each a “Party.”

RECITALS

WHEREAS, authority is conferred under ORS Chapter 190 to local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the parties desire to partner for a fiber based business internet service whereby the City will serve as the Internet Service Provider (“ISP”) and the County will construct the necessary infrastructure and provide the dark fiber connections to the City’s customers (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution by both Parties, and shall continue for a term of five (5) year from the date of execution. This Agreement shall automatically renew for an additional one (1) year term each year thereafter unless otherwise terminated by the parties, but in no event shall the term of this Agreement exceed a maximum of 10 years from date executed.
2. **Rights and Obligations of the County.**
 - A. Upon written request from the City, County may construct the necessary infrastructure and install a dark fiber connection to customers who have agreed to have the City serve as an ISP. Infrastructure construction shall be performed by County in its sole discretion. The County is and will remain the owner of any infrastructure and dark fiber installed as part of said construction. Prior to County performing such construction, the County will consult with the City to ensure that the specifications of the infrastructure and fiber are compatible with City’s system. Prior to the County performing the construction, the City shall ensure the following construction and installation requirements are satisfied for each property to be served:
 - i. The City has secured all easements, leases, licenses, authorizations, or other agreements from property owner as determined necessary by County to allow County to use existing pathways to, into and within each site to the demarcation point for service, and to otherwise perform the infrastructure construction.
 - ii. A path acceptable to the County is provided for the fiber optic cable from the point of entry into the service site to the termination panel or CSP (Customer Splice Point) and into the home demarcation that complies with all applicable building, electrical, fire and related codes.

- iii. The County and its employees, agents, lessees, officers and its authorized vendors, upon reasonable notice, have the right to reasonable ingress and egress into and out of the properties and buildings in connection with the provision of service.
- B. Following construction of such infrastructure, and throughout the term of this Agreement, County shall maintain and repair, as necessary, all County-owned infrastructure necessary to provide service to each customer receiving service pursuant to this Agreement. County shall have the sole discretion to determine how to maintain said infrastructure and make the required repairs, provided that (1) the repair is sufficient to restore service at a level equal to or better than the level that existed prior to the damage necessitating the repair, and (2) the repair is completed promptly, and in any event no later than forty-eight (48) hours after County is notified of the need for repair.
- C. Subject to the availability of funds, as determined by the County in its sole administrative discretion, the County will provide up to but not to exceed \$3,000.00 for the expansion of the fiber network to serve each customer. If the construction cost will exceed \$3,000.00, the City will collect the additional funds from the customer and distribute the funds to County either in lump sum or an agreed amount over the term of the customer's service order.
- D. County will secure all franchises, licenses, or other authorizations necessary for operating in the appropriate utility right of way ("ROW"). County will be responsible for paying all ROW specific fees and taxes. City will collect those fees and taxes on the County's behalf and transmit to County.

3. Rights and Obligations of City.

- A. If County performs the infrastructure construction necessary to serve a customer, the City will provide ISP services to the customer pursuant to those terms and conditions as may be mutually agreed to between the City and the customer. County will have no involvement or interest in, and will not be a party to, any such agreement entered into by and between City and the customer.
- B. In serving as an ISP, City shall provide all commercially reasonable ISP services including, but not limited to, IP addresses, billings, and general customer service. Customer service will, at a minimum be available Monday through Friday from 9 am to 5 pm, excluding federal holidays.
- C. As of the date of this Agreement, City will provide ISP services to customers at a minimum cost of \$225.00 per month per customer for a symmetrical 1 Gig service. Of the fees actually collected from each customer each month, \$105.00 will be distributed by the City to the County. Minimum cost does not include any fees or taxes that may be imposed on City or County, which may be added to the customer's cost. The City reserves the right to upsell, or provide over-the-top services to customers including but not limited to: phone service, television and network services, so long as it does not require any additional dark fiber connections. Any services requiring dark fiber must be mutually agreed upon between both parties.
- D. Rate increases shall occur no more than once per year and shall be mutually agreed upon by both parties and memorialized in an amendment to this agreement, unless the increase is (1) related to a government-imposed fee or tax., or (2) an amount not related to a government-imposed fee or tax which is not greater than three percent (3%) per year.

4. Location.

- A. The rights and obligations of the Parties pursuant to this Agreement apply only in the geographic area served by the Clackamas County fiber network.

5. Representations and Warranties.

- A. *City representations and warranties:* City represents and warrants to County that City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of City enforceable in accordance with its terms.
- B. *County Representations and Warranties:* County represents and warrants to City that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. The County and City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Party may terminate this Agreement for convenience upon sixty (60) day's written notice to the non-terminating Party.
- C. Either the County or City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days after such notice, or other time as may be agreed between the parties in writing, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- D. The County or City shall not 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.
- E. Either Party may terminate this Agreement in the event the Party fails to receive expenditure authority sufficient to allow that Party, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that performance under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.

- F. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- G. Upon expiration or termination of this Agreement, regardless of cause, County's obligations under this Agreement shall nevertheless remain in full force and effect with regard to any customers then being served under this Agreement, for a period of time equal to the term of any service order then in effect for such customer, or three (3) years, whichever is less. Upon receipt of a notice to terminate, for any reason, City shall not enroll any additional customers for the services described in this Agreement.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which City has a right to control.

8. Insurance. The Parties agree to maintain insurance levels sufficient to cover the obligations agreed to in this Agreement.

9. Party Contacts

- A. Duke Dexter or his designee will act as liaison for the County.

Contact Information:

Duke Dexter
121 Library Court
Oregon City, Oregon 97045
ddexter@clackamas.us
Fax: 503-655-8255

Greg Brewster or his designee will act as liaison for City.

Contact Information:

Greg Brewster
39250 SE Pioneer Blvd
Sandy, Oregon 97055
gbrewster@ci.sandy.or.us
(503) 489-0937

- B. Either Party may change the Party contact information, or the invoice or payment addresses, by giving prior written notice thereof to the other Party at its then current notice address.

10. General Provisions

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon without giving effect to the conflict of law provisions thereof. Any claim between County and City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 either Party 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. City, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.
- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. The Parties shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period each Party shall permit the other Parties’ authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties regarding its subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** City 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.
- K. **Assignment.** Neither Party shall assign or transfer any of its interest in this Agreement, by operation of law or otherwise, without obtaining prior written approval from the other Party, which shall be granted or denied in that Party's sole and absolute discretion. One Party's consent to any assignment shall not relieve the other Party of any of its duties or obligations under this Agreement.
- L. **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.
- M. **Survival.** The provisions of Sections 5, 7, and 10 shall survive the termination of this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Force Majeure.** Neither City nor County shall be held responsible for delay or default caused by events outside of City's or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war.
- Q. **Confidentiality.** The Parties and their employees or agents may, in the course of this Agreement, be exposed to or acquire material identified as confidential information. Such information shall be deemed confidential information of the Party identifying it as such ("Confidential Information"). The Parties agree to hold Confidential Information in strict confidence, using at least the same degree of care that each Party uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- R. **Notice.** Any notice required to be provided under this Agreement shall be provided to the Party Contact at the address specified in Section 9 of this Agreement. Notices shall be made by personal service, in which case they are effective on the date of service, or by certified mail, in which case they are effective on the date of delivery, or if delivery is refused, upon the date of delivery refusal.
- S. **Dispute Resolution.** Should any dispute arise between the parties, it is agreed that such dispute will be submitted to a mediator prior to any litigation and the parties hereby expressly agree that no claim or dispute arising under the terms of this Agreement shall be resolved other than first through mediation and only in the event said mediation efforts fail, through litigation. The parties shall exercise good faith efforts to select a mediator who shall be compensated equally by both parties. Mediation will be conducted in Portland, Oregon, unless both parties agree in writing otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If a party requests mediation and the other party fails to respond within ten (10) calendar days, or if the parties fail to agree on a mediator within ten (10) calendar days, a mediator shall be appointed by the presiding judge of the Clackamas County Circuit Court upon the request of either party. The parties shall have any rights at law or in equity with respect to any dispute not covered by this Section.
- T. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

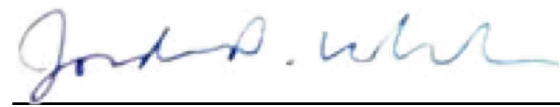
Clackamas County

Chair, Board of County Commissioners

Date

Recording Secretary

City of Sandy



By: Jordan Wheeler, City Manager

Date 12/13/2021



Department of Finance

Elizabeth Comfort
Finance Director

Procurement & Contracting Services

Public Services Building
2051 Kaen Road, Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to Contract #2905 with Rapid Response Bio Cleaning, LLC. for the
Campsite Clean Up and Impact Reduction Services

Purpose/Outcomes	Execution of Contract #2905 Amendment #1 allows Clackamas County and Rapid Response Bio Cleaning, LLC to continue with the clean-up services of campsites on County property.
Dollar Amount and Fiscal Impact	The original contract amount was \$126,000.00. Amendment #1 adds \$189,000.00 for a total not to exceed \$315,000.00
Funding Source	Multiple funding sources, including General Fund.
Duration	Amendment #1 extends contract to follow the City of Portland Master agreement # 31001677 until December 14, 2024.
Previous Board Action	None
Strategic Plan Alignment	Build public trust through good government. Ensure safe, healthy and secure communities.
Procurement Review	1. Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no 2. If no, provide a brief explanation:
Counsel Review	Reviewed Date: 12/16/2021; ARN
Contact Person	Tralee Whitley, Procurement Analyst, 503-742-5453

Background:

Clackamas County utilizes a Strategic Contract giving multiple departments and agencies the ability to clean up campsites and waste at multiple County properties. The Procurement division met with several departments including, NCPRD, WES, DTD, County Parks, and Facilities to determine the need and scope of the work to be done. Upon final scope identification, a cooperative contract with the City of Portland was found to offer the same needed services. Work under this contract are used on an on-call or as needed basis. This contract amendment is to align service dates with that of the updated City of Portland cooperative contract.

Procurement Process:

Approval of this contract is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements and LCRB C-047-0800(b) for an unanticipated Amendment. This Amendment #1 will continue to utilize cooperative contract #31001677 with the City Of Portland Price Agreement for the use of property clean up services. The Procurement Department entered into an agreement with Rapid Response Bio Cleaning with the use of the City of Portland Cooperative agreement #31001677 and signed by the Procurement Director on October 21, 2020.

Recommendation:

Staff respectfully recommends that the Board approve and execute Amendment #1 for the contract with Rapid Response Bio Cleaning, LLC for the clean-up of campsites on County property for multiple agencies.



Department of Finance

Elizabeth Comfort
Finance Director

Procurement & Contracting Services

Public Services Building
2051 Kaen Road, Oregon City, OR 97045

Sincerely,

Elizabeth Comfort

Elizabeth Comfort
Finance Director

Placed on the BCC Agenda _____

AMENDMENT #1
TO THE CONTRACT DOCUMENTS WITH RAPID RESPONSE BIO CLEANING, LLC FOR
CAMPSITE CLEANUP AND IMPACT REDUCTION SERVICES MASTER AGREEMENT –
CITY OF PORTLAND PRICE AGREEMENT #31001677
County Contract # 2905

This Amendment #1 is entered into between **Rapid Response Bio Cleaning, LLC** (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties on **October 21, 2020** (“Contract”).

The Purpose of this Amendment #1 is to make the following changes to the Contract:

1. I TERM is hereby amended as follows:
 The Contract provides that the parties may extend the term of the Contract if the term of the underlying Price Agreement, against which the Contract was purchased, was also extended. On or about May 21, 2021, the Price Agreement extended from December 14, 2021 to **December 14, 2024**.

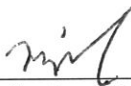
2. III. COMPENSATION, Section 1. Payment.
 Consideration is hereby amended as follows: In consideration for Contractor performing Work during the extended term of this Contract, County will pay Contractor an amount not to exceed **\$189,000**. The total Contract compensation will not exceed \$315,000.00.

ORIGINAL CONTRACT	\$ 126,000.00
<u>AMENDMENT #1</u>	<u>\$ 189,000.00</u>
TOTAL AMENDED CONTRACT	\$ 315,000.00

Except as expressly amended above, all other terms and conditions of the Contract shall remain in full force and effect. By signature below, the parties agree to this Amendment #1, effective upon the date of the last signature below.

Rapid Response Bio Cleaning, LLC

Clackamas County

 12/16/21
 Authorized Signature Date

 Chair Date

Nick Schaefer
 Printed Name

 Recording Secretary

Approved as to Form:

 12/16/2021
 County Counsel Date

January 6, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Agreement with Todos Juntos for PreventNet Community School drug and alcohol prevention services in Rural Clackamas County. Grant Agreement has a value of \$190,000

No County General funds are involved

Purpose/Outcome	Todos Juntos will provide prevention-focused team-building activities, case coordination and school engagement activities for drug and alcohol prevention programming targeting high-risk middle and high school students at Rural PreventNet Community Schools in Canby and Molalla.
Dollar Amount and Fiscal Impact	The maximum, not to exceed, grant amount is \$190,000. No County General Funds are involved
Funding Source	Oregon Department of Education – Youth Development Division (YDD) through Federal Awarding Agency: Dept of Health and Human Services Catalog of Federal Award (CFDA) # 93.667
Duration	October 1, 2021 – September 30, 2023
Previous Board Action/Review	BCC Issues: 1/4/2022
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Grant amendment has been reviewed and approved by County Counsel on 12/9/21, AN
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant agreement
Contact Person	Adam Freer 971-533-4929
Contract No.	10501

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Subrecipient Grant Agreement with Todos Juntos for PreventNet Community School sites in Rural Clackamas County. PreventNet Community Schools, established in 2001, improves outcomes for children, youth and their families by creating a web of support amount schools, non-profit agencies, community members, local businesses and local government. PreventNet provides prevention and early intervention services that help youth stay engaged and succeed at school by helping them address poor academic performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer associations.

This Subrecipient Grant Agreement is funded with Oregon Department of Education Youth Development funds and is effective upon signature by all parties for services starting on October 1, 2021 and terminating on September 30, 2023. This Agreement has a maximum value of \$190,000.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

Staff recommends Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

Rodney Cook

Rodney A. Cook, Director
Health, Housing & Human Services

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT**

Program Name: ***PreventNet Community Schools, Molalla - Canby***
 Program/Program Number: 400320424

This Agreement is between **Clackamas County, Oregon**, acting by and through its Health, Housing and Human Services Children, Family & Community Connections Division (“COUNTY”) and **Todos Juntos** (“SUBRECIPIENT”), an Oregon Non-profit Organization.

COUNTY Data

Grant Accountant: ***Joseph Rosevear***

Program Manager: ***Elizabeth White***

Clackamas County Finance
 2051 Kaen Road
 Oregon City, OR 97045
 (503) 742-5429
 jrosevear@clackamas.us

Children, Family & Community Connections
 112 11th Street
 Oregon City, OR 97045
 (503) 502-4087
 ewhite@clackamas.us

SUBRECIPIENT Data

Finance/Fiscal Representative: ***Eric Johnston***

Program Representative: ***Eric Johnston***

Todos Juntos
 PO Box 645
 Canby, OR 97013
 503-544-1513
 ejtodosjuntos2@gmail.com

Todos Juntos
 PO Box 645
 Canby, OR 97013
 503-544-1513
 ejtodosjuntos2@gmail.com

DUNS: 614865355

RECITALS

1. SUBRECIPIENT is a not-for-profit organization whose mission is to develop partnerships necessary to create and/or enhance local resources and services for all youth and families. SUBRECIPIENT partners with schools, local law enforcement, county agencies and others to deliver a range of challenging, age-appropriate programs in a safe, structured, and positive environment.
2. SUBRECIPIENT will provide prevention-focused team-building activities, case coordination, school engagement activities and drug and alcohol prevention programming targeting middle school students at two PreventNet Community Schools in rural areas of Clackamas County, specifically Molalla and Canby (“Program”).
3. The PreventNet Community School System, established in 2001, improves outcomes for children, youth and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government. Program provides prevention and early intervention services that help youth stay engaged and succeed at school by helping them address poor academic performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer associations.
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 (“Agreement”) the COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1) **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed. Eligible expenses for this Agreement may be charged during the period beginning **October 1st, 2021** and expiring **September 30, 2023**, subject to additional restrictions set forth below and to the exhibits attached hereto, and unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2) **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement, as well as those outlined in Exhibit F: Confidentiality and Non-Disclosure and Exhibit G: Required Federal Terms and Conditions.
- 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 set by Oregon Department of Education Youth Development Division (“YDD”; Federal award date: 9/30/21) that is the source of federal grant funding, in addition to compliance with requirements of Title 45 of the Code of Federal Regulations (CFR), Part 96.70-96.74, Sub-Part G. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Education Youth Development Division, 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 **2021-23 Biennial Youth Development Division Youth Community Investment Grants (Assistance Listing [formerly CFDA] #: 93.667; Federal Award Identification Number [FAIN]: 2101ORSOSR; State of Oregon Award #: 16427) issued to COUNTY by Oregon Department of Education Youth Development Division (\$190,000).** The maximum, not to exceed, grant amount that COUNTY will pay is **\$190,000.**
- 5) **Disbursements.** This is a cost reimbursement grant and disbursements will be made monthly in accordance with the requirements contained in Exhibit D: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.
- 6) **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 except for the final payment. The final request for payment must be submitted to COUNTY no later than fifteen (15) days after the end 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.
- 7) **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that HUD has determined ESG funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.

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

8. **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.

9. **Funds Available and Authorized.** COUNTY certifies that funds sufficient to pay for this Agreement have been obligated to COUNTY. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 10) **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 this agreement.
- 11) **Nonprofit status.** SUBRECIPIENT warrants that it is, and shall remain during the performance of this Agreement, a private nonprofit Organization as defined in the Regulations, including:
- a) That it is described in Section 501(c) of the Internal Revenue Code of 1954;
 - b) That it is exempt from taxation under Subtitle A of the Internal Revenue Code of 1954;
 - c) That it has an accounting system and a voluntary board; and
 - d) That it practices nondiscrimination in the provision of assistance to the homeless.
- 12) **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 Generally Accepted Accounting Principles (“GAAP”) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and 45 CFR Part 75, 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 COUNTY within 15 days.
- a) **Change in Key Personnel.** SUBRECIPIENT is required to notify COUNTY, in writing, whenever there is a change in SUBRECIPIENT key administrative or programmatic personnel and the reason for the change. Key personnel include but are not limited to: Executive Director, Finance Director, Program Manager, Bookkeeper, or any equivalent to these positions within the organization.

- b) **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR Part 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.
- c) **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 modifications change the scope of the original grant application or agreement.
- d) **Indirect Cost Recovery.** SUBRECIPIENT may charge 11.1% of Program and Personnel costs, as approved by the Oregon Department of Education. This rate is incorporated by reference into SUBRECIPIENT program budget in Exhibit B.
- e) **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- f) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement.
- g) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- h) **Match.** Matching funds are not required for this Agreement.
- i) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15th of the following month using the form and instructions in Exhibit D-1: Financial Reporting and Reimbursement Request. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- j) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. SUBRECIPIENT must submit Financial Reports as specified in Exhibit D-1: Financial Reporting and Reimbursement Request. All reports must be submitted on the templates provided by COUNTY, must reference this agreement number, and be signed and dated by an authorized official of SUBRECIPIENT.
- k) **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344— *Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibits F, G, H & I), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 15 calendar days after the end date of this agreement. At closeout, SUBRECIPIENT must account for 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 200.314.
- l) **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>.
- m) **Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR Part 180. These rules restrict 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.

- n) 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.
- o) 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
- p) 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 200.332(d-h). 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.
- q) 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 following the Program End Date (September 30, 2023), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- r) Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications, 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.
- s) 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 contract 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, terminate this Agreement and all associated amendments, require repayment of any funds used by SUBRECIPIENT in violation of

this Agreement, and to pursue any right or remedy available to COUNTY at law, in equity, or under this Agreement.

- t) **Specific Conditions.** SUBRECIPIENT shall provide general ledger backup, with line item detail, to accompany each request for reimbursement during the term of this Agreement.

13) 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, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- 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) **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.
- d) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.
- e) **Disclosure of Information.** Except as permitted under applicable law, SUBRECIPIENT will not disclose any confidential or personally identifiable information (as defined under 2 CFR 200.1) acquired by SUBRECIPIENT during the execution of the Program. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (including, but not limited to, compliance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- f) **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.
- g) **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - 1) Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - 2) Procure a commercial sex act during the period of time the award is in effect; or
 - 3) Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to

terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- h) Whistleblower Protection.** SUBRECIPIENT must comply with 41 USC § 4712, Program for Enhancement of Employee Whistleblower Protection. SUBRECIPIENT must inform contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- i) Smoking Prohibitions.** SUBRECIPIENT must comply with Title XII of Public Law 103-227, the “PROKIDS Act of 1994,” which mandates smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

14) Federal and State Procurement Standards

- a)** All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements in excess of \$5,000 must receive prior written approval from COUNTY in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement in excess of \$5,000 should include a description of the Program and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Intergovernmental agreements are excluded from this provision.
- b)** 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. SUBRECIPIENT shall follow chapter 244 of the Oregon Government Ethics Law relating to conflicts of interest. Contractors that develop or draft specifications, requirements, statements of work, and/or solicitations for proposals for a proposed procurement shall be excluded 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.
- c)** SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, SUBRECIPIENT shall use small, minority-owned, and/or women-owned businesses when possible.

15) General Agreement Provisions.

- a) Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b) Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’s negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT’s control; or (2) SUBRECIPIENT’s performance under this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’s actions, employees, agents or otherwise with respect to those under its control.

c) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:

- 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
- 2) **Abuse and Molestation.** Abuse and Molestation Insurance as part of a Commercial General Liability policy in a form and with coverage that are satisfactory to the Agency 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 SUBRECIPIENT is responsible including but not limited to SUBRECIPIENT and SUBRECIPIENT's employees, subcontractors, and volunteers, and in accordance with the Oregon Tort Claims Act, as applicable. Policy's definition of an insured shall include SUBRECIPIENT and SUBRECIPIENT's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. 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 individual, and irrespective of the number of incidents of 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.
- 3) **Commercial Automobile Liability.** SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT shall obtain network security and privacy liability insurance for the duration of this Agreement and for the period of time in which SUBRECIPIENT maintains, possesses, stores or has access to COUNTY or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of COUNTY 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 COUNTY data.
- 5) **Directors, Officers and Organization Liability.** SUBRECIPIENT shall obtain Directors, officers and organization liability insurance covering the Grantee's organization, directors, officers, and trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight - including improper oversight and/or use of Grant Funds and donor contributions - with a combined single limit of no less than \$1,000,000 per claim.
- 6) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use

thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

- 7) **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 \$1,000,000.
- 8) **Excess/Umbrella Insurance.** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.
- 9) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, Network Security and Privacy Liability Insurance, shall include "Clackamas County, its agents, officers, and employees, and the State of Oregon, its officers, employees and agents" as additional insureds, but only with respect to SUBRECIPIENT's activities under this agreement.
- 10) **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 twenty-four (24) months, 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 this Agreement, for a minimum of 24 months following the later of (1) SUBRECIPIENT's completion and State's acceptance of all Services required under this Agreement, or, (2) termination of this Agreement by either party according to Section 7, above, or, (3) the expiration of all warranty periods provided under this Agreement.
- 11) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without thirty (30) days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
- 12) **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.
- 13) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- 14) **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.
- 15) **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.
- 16) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

- d) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
- e) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. 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.
- m) **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

(Signature Page Following)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

SUBRECIPIENT

Todos Juntos
PO Box 645
Canby, Oregon 97013
503-544-1513
ejtodosjuntos2@gmail.com

CLACKAMAS COUNTY

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

By:  11/30/21
Eric Johnston DATE
Executive Director

By: _____ DATE
Tootie Smith
Clackamas County Board Chair

- Exhibit A-1: Scope of Work
- Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report
- Exhibit B: Program Budget
- Exhibit C: Lobbying Certificate
- Exhibit D-1: Financial Reporting and Reimbursement Request
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Final Financial Report
- Exhibit F: Confidentiality and Non-Disclosure
- Exhibit G: Required Federal Terms and Conditions
- Exhibit H: Information Required by CFR 200.331(a)(1)

Approved as to form:

 12/09/2021

EXHIBIT A-1 SUBRECIPIENT SCOPE OF WORK

The PreventNet Community School System, established in 2001, improves outcomes for children, youth and their families by creating a web of support among schools, non-profit agencies, community members, local businesses and local government. PreventNet provides prevention and early intervention services that help youth stay engaged and succeed at school by helping them address poor academic performance, truancy, family management problems, alcohol and other drug use, poverty/homelessness, and negative peer associations.

Under this agreement, Todos Juntos will provide PreventNet services at two (2) schools in Clackamas County: Molalla River Middle School in Molalla and Baker Prairie Middle School in Canby.

Core Youth are students identified at risk of low school attachment and achievement, and/or poor attendance. PreventNet services will be provided to minimum of 60 Core Youth each year (30 at each school). Youth in historically marginalized and under-served populations will be prioritized for PreventNet services and they will be referred to PreventNet by teachers, counselors, principals, family, and/or self-referrals. A “person-centered” assessment will be conducted to determine youth strengths and needs, and goals will be developed and monitored on an on-going basis.

Core Youth will participate in regular check-ins with site staff to determine progress and ongoing and/or additional needs and they will be connected to community resources/services (basic needs, mental health or substance use assessment/treatment, OHP/other insurance coverage, medical/dental home, etc.) as necessary. PreventNet services are trauma-informed – with an eye for previous adverse experiences and ensuring the safety, inclusion, and support of LGBTQ youth.

Core Youth will be encouraged to participate in homework assistance and extracurricular activities/recreation to support academic performance, attachment to school and foster other positive outcomes. SUBRECIPIENT Site Staff, who are culturally specific and/or culturally responsive, will work with school administrators to monitor and address matters related to bullying, mental health, drug/alcohol use, suicide prevention, as well as issues related to equity and inclusion on an ongoing basis.

OUTCOMES:

In addition to inputs/output/outcome measures required by the Oregon Department of Education Youth Development Division (“YDD”),* PreventNet will report the following outcomes for Core Youth engaged in the following activities:

- 85% will participate in homework assistance (measured by attendance)
- 85% will participate in extracurricular activities/recreation (measured by attendance)
- 80% will improve or maintain grades in English/Language Arts and Math (measured by school data)
- 85% will improve attendance and/or maintain attendance once it improves (measured by school attendance data)

* The format of the quarterly narrative and data reports have not yet been provided by the YDD. CFCC will forward this information to SUBRECIPIENT when available.

EXHIBIT A-2
PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

Performance Reporting Schedule

SUBRECIPIENT must submit a Quarterly Performance Report, to Clackamas County, no later than the 15th day of the month following the end of the quarter:

2021/2022

Quarter ending December 31, 2021	Due January 15, 2022
Quarter ending March 31, 2022	Due April 15, 2022
Quarter ending June 30, 2020	Due July 15, 2022

2022/2023

Quarter ending September 30, 2022	Due October 15, 2022
Quarter ending December 31, 2022	Due January 15, 2023
Quarter ending March 31, 2023	Due April 15, 2023
Quarter ending June 30, 2023	Due July 15, 2023

SUBRECIPIENT's final Performance Report and Final Financial Report (Exhibit E) should be submitted with the final request for payment.

Funder Recognition

Marketing, educational, promotional, and outreach materials and flyers describing services, workshops, and other activities funded through this Agreement must acknowledge Clackamas County Children, Family & Community Connections Division ("CFCC") and include its logo. Materials that include this acknowledgement should be reviewed by Children, Family & Community Connections prior to distribution. Media communications should also acknowledge CFCC.

Reporting Adverse Conditions or Material Impairments to Award Performance

In addition to the Quarterly and Final Performance Reports, SUBRECIPIENT must notify Clackamas County Program Manager of developments that have a significant impact on grant-supported activities. SUBRECIPIENT must inform Clackamas County as soon as problems, delays or adverse conditions become known which will materially impair the ability of SUBRECIPIENT 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.

**Clackamas County – Children, Family & Community Connections
 Work Plan and Quarterly Report**

Provider: Todos Juntos
 Activity: PreventNet - Molalla/Canby
 Contact: Eric Johnston
 Contract Period: October 1, 2021 – September 30, 2023

Goals	Objectives	Activities/ Outputs	Outcomes*	Measurement	School	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9
Improved academic performance	By June 30, 2023, provide activities for 60 Core Youth (30 per school) that foster engagement in learning.	Homework assistance provided and/or participation in homework club	85% of Core Youth will participate in homework assistance.	# Core Youth that received homework assistance and/or participated in homework club	Baker Prairie MS								
					Molalla River MS								
			80% of Core Youth will improve or maintain grades in English/Language Arts and Math.	# Core Youth that improved or maintained grades in English/Language Arts and Math**	Baker Prairie MS								
					Molalla River MS								
Increased engagement in pro-social and skill-building activities	By June 30, 2023, provide extracurricular activities that promote positive youth development for 60 Core Youth (30 per school).	Participation in LifeSkills, Boy's Council, Soccer Club, Girls Circle, creative arts, Diversity Club, Services to Careers, Sphero Robotics, Future Business Leaders of America and/or other programming that helps students build skills and feel supported, competent, connected and confident.	85% of Core Youth will participate in extracurricular activities/recreation.	# Core Youth that participated in extracurricular activities/recreation.**	Baker Prairie MS								
					Molalla River MS								
Increased attachment to school			85% of Core Youth will improve attendance and/or maintain attendance once it improves.	# Core Youth that improved attendance and/or maintained attendance once it improved	Baker Prairie MS								
					Molalla River MS								

*Percentages provide a benchmark to monitor participant outcomes. Todos Juntos will demonstrate progress made towards achieving these goals in the quarterly narrative report required by the funding agency. If one or more of the goals are not met, Todos Juntos will describe in the narrative report the reasons why benchmarks were not achieved.

**The outcome measurement for this goal is participation in any extracurricular activities/recreation, including career connected activities. We will capture participation in career connected activities, case management, and referrals to services in quarterly reports required by the funding agency.

Molalla/Canby	
Organization:	Todos Juntos
Program Name:	PreventNet (Molalla/Canby)
Program Contact:	Eric Johnston
Agreement Term:	October 1, 2021 - September 30, 2023 (24 months)
Approved Award Budget Categories	Total Budget
Personnel Services	
Program Staff 2 @ 1.0 FTE	\$ 100,846.85
Support Staff 2 @ .5 FTE	\$ 30,000.00
Program Supervision and Oversight	\$ 16,000.00
Fringe @ 11%	\$ 16,153.15
Total Personnel Services	\$ 163,000.00
Program Costs	
Operating	\$ 1,000.00
Supplies and Materials	\$ 1,500.00
Travel & Transportation (mileage, etc.)	\$ 3,000.00
Direct Supports and Assistance to Youth (clothes, incentives, bus passes, etc.)	\$ 1,500.00
Professional Development and Training	\$ 1,000.00
Total Programmatic Costs	\$ 8,000.00
Indirect @ 11.1% of Personnel Services and Programmatic Costs	\$ 19,000.00
Total Indirect Costs	\$ 19,000.00
Total Approved Budget	\$ 190,000.00

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.

Todos Juntos
Organization Name

PreventNet Community Schools
Award Number or Program Name

Eric Johnston, Executive Director
Name and Title of Authorized Representative


Signature

11/30/21
Date

Exhibit D-1 SUBRECIPIENT 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.

Organization:	Todos Juntos	Award #:	22-019
Address:	PO Box 645	Reporting Period:	
	Canby, OR 97013		
Contact Person:	Eric Johnston		
Phone Number:	(503) 544-1513		
E-mail:	etodosjuntos2@gmail.com		

Budget Category	Budget	Current Draw Request	Previously Requested	Balance Remaining
<i>Personnel</i>				
Program Staff 2 @ 1.0 FTE	\$ 100,846.85	\$ -	\$ -	\$ 100,846.85
Support Staff 2 @ .5 FTE	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Program Supervision and Oversight	\$ 16,000.00	\$ -	\$ -	\$ 16,000.00
Fringe @ 11%	\$ 16,153.15	\$ -	\$ -	\$ 16,153.15
Total Personnel	\$ 163,000.00		\$ -	\$ 163,000.00
<i>Program Costs</i>				
Operating	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Supplies and Materials	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Travel & Transportation (mileage, etc.)	\$ 3,000.00			\$ 3,000.00
etc.)	\$ 1,500.00			\$ 1,500.00
Professional Development and Training	\$ 1,000.00			\$ 1,000.00
Total Program	\$ 8,000.00		\$ -	\$ 8,000.00
Indirect @9.5%	\$ 19,000.00			\$ 19,000.00
Total Indirect Costs	\$ 19,000.00			\$ 19,000.00
Total Grant Costs	\$ 190,000.00	\$ -	\$ -	\$ 190,000.00

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 the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. 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 3729-3733 and 3801-3812).

Prepared by:			
Authorized Signer:			
Date:			
Department Review:			
CFCC Program Planner	Elizabeth White		
	Signature	Date	

EXHIBIT D-2 MONTHLY ACTIVITY REPORT

Clackamas County – Children, Family & Community Connections Monthly Report

Provider: Todos Juntos
 Activity: PreventNet - Molalla/Canby
 Contact: Eric Johnston
 Contract Period: October 1, 2021 – September 30, 2023

Goals	Objectives	Activities/Outputs	Outcomes	Measurement	School	Q2			Q3			Q4			Q5			Q6			Q7			Q8			Q9				
						Oct. 21	Nov. 21	Dec. 21	Jan. 22	Feb. 22	Mar. 22	Apr. 22	May. 22	Jun. 22	Jul. 22	Aug. 22	Sept. 22	Oct. 22	Nov. 22	Dec. 22	Jan. 23	Feb. 23	Mar. 23	Apr. 23	May. 23	Jun. 23	Jul. 23	Aug. 23	Sept. 23		
Improved academic performance	By June 30, 2023, provide activities for 60 Core Youth (30 per school) that foster engagement in learning.	Homework assistance provided and/or participation in homework club	85% of Core Youth will participate in homework assistance.	# Core Youth that received homework assistance and/or participated in homework club	Baker Prairie MS																										
					Molalla River MS																										
			80% of Core Youth will improve or maintain grades in English/ Language Arts and Math.	# Core Youth that improved or maintained grades in English/Language Arts and Math*	Baker Prairie MS																										
					Molalla River MS																										
Increased engagement in pro-social and skill-building activities	By June 30, 2023, provide extracurricular activities that promote positive youth development for 60 Core Youth (30 per school).	Participation in LifeSkills, Boy's Council, Soccer Club, Girls Circle, creative arts, Diversity Club, Services to Careers, Sphero Robotics, Future Business Leaders of America and/or other programming that helps students build skills and feel supported, competent, connected and confident.	85% of Core Youth will participate in extracurricular activities/ recreation.	# Core Youth that participated in extracurricular activities/ recreation.	Baker Prairie MS																										
					Molalla River MS																										
Increased attachment to school			85% of Core Youth will improve attendance and/or maintain attendance once it improves.	# Core Youth that improved attendance and/or maintained attendance once it improved.	Baker Prairie MS																										
					Molalla River MS																										
Number of Core Students					Baker Prairie MS																										
					Molalla River MS																										

*Outcomes are captured quarterly for this measurement.

EXHIBIT E
FINAL FINANCIAL REPORT
Molalla/Canby PreventNet (Molalla River, Baker Prairie Middle Schools)

Program Name: PreventNet	Agreement #: 22-019
Federal Award #: 2101ORSOSR	Date of Submission: XX/XX/XX
Subrecipient: Todos Juntos	
Has Subrecipient submitted all requests for reimbursement? Y/N	
Has Subrecipient met all programmatic closeout requirements? Y/N	

Final Financial Report

Report of Funds received, expended, and reported as match (if applicable) under this agreement

Total Federal Funds authorized on this agreement:	\$190,000
Year-to-Date Federal Funds requested for reimbursement on this agreement:	
Total Federal Funds received on this agreement:	
Total non-Federal Funds authorized on this agreement:	
Total non-Federal Funds requested for reimbursement on this agreement:	
Total non-Federal Funds received on this agreement:	
Total match reported on this agreement (if required):	
Balance of unexpended Federal Funds (Line 1 minus Line 3):	
Balance of unexpended non-Federal Funds (Line 4 minus Line 6):	

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: _____

CONFIDENTIALITY AND NON-DISCLOSURE

- 1. Confidential Information.** SUBRECIPIENT acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Program participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
- 2. Nondisclosure.** SUBRECIPIENT agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care SUBRECIPIENT uses in maintaining the confidentiality of its own confidential information. SUBRECIPIENT may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Program activities and SUBRECIPIENT must advise each of its employees and agents of these restrictions. SUBRECIPIENT must assist COUNTY in identifying and preventing any unauthorized use or disclosure of Confidential Information. SUBRECIPIENT must advise COUNTY immediately if SUBRECIPIENT learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. SUBRECIPIENT must, at its expense, cooperate with COUNTY in seeking injunctive or other equitable relief, in the name of COUNTY or SUBRECIPIENT, to stop or prevent any use or disclosure of Confidential Information. At COUNTY’s request, SUBRECIPIENT must return or destroy any Confidential Information. If COUNTY requests SUBRECIPIENT destroy any Confidential Information, SUBRECIPIENT must provide COUNTY with written assurance indicating how, when and what information was destroyed.

EXHIBIT G REQUIRED FEDERAL TERMS AND CONDITIONS

Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, SUBRECIPIENT shall comply and, as indicated, cause all subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to SUBRECIPIENT, or to the Program, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Grant or to the Program. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Grant: (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 Program and this Agreement and required by law to be so incorporated. No federal funds may be used to carry out the Program in violation of 42 U.S.C. 14402.
- 2. Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387).** SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as applicable to federal awards over \$150,000. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 3. Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 4. Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:

 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. 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.

- d. No part of any federal funds paid to contract 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.
- e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- f. The prohibitions in subsections (d) and (e) 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.
- g. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

5. Audits.

- a. SUBRECIPIENT 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 SUBRECIPIENT receives federal awards in excess of \$750,000 in a fiscal year, SUBRECIPIENT is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Federal Audit Clearinghouse within 30 days of completion.
- c. SUBRECIPIENT shall save, protect and hold harmless COUNTY from the cost of any audits or special investigations performed by the Oregon Secretary of State or Federal Agency with respect to the funds expended under this Agreement. SUBRECIPIENT acknowledges and agrees that any audit costs incurred by SUBRECIPIENT as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between SUBRECIPIENT and COUNTY.

6. Additional Federal Requirements. SUBRECIPIENT shall comply with all applicable Department of Health and Human Services (HHS)-specific implementing regulations codified at 45 CFR Part 75. These include, but are not limited to, the following:

- a. The following provisions apply to all mandatory grant programs:
 - i. Subpart A – Acronyms and Definitions
 - ii. Subpart B – General Provisions
 - iii. Subpart D – Post Federal Award Requirements only portions apply to all:
 - 1. 45 CFR §75.303 – Internal Controls
 - 2. 45 CFR §75.351 through §75.353 – Subrecipient Monitoring and Management.
- b. **Additional Federal Regulations:**
 - i. 2 CFR Part 25 – Universal Identifier and System for Award Management
 - ii. 2 CFR Part 170 – Reporting Subaward and Executive Compensation Information
 - iii. 2 CFR Part 175 – Award Term for Trafficking in Persons

- iv. 2 CFR Part 176 – Award Terms for Assistance Agreements that include Funds under the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- v. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non Procurement)
- vi. 2 CFR Part 376 – Nonprocurement Debarment and Suspension
- vii. 2 CFR Part 382 – Requirements for Drug-Free Workplace (Financial Assistance)
- viii. 31 U.S.C. §3335, §6501, and §6503 (see also 31 CFR Part 205 – Rules and Procedures for Efficient Federal-State Funds Transfers) – Cash Management Improvement Act
- ix. 45 CFR Part 16 – Procedures of the Departmental Grant Appeals Board
- x. 45 CFR Part 30 – Claims Collection
- xi. 45 CFR Part 80 – Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964
- xii. 45 CFR Part 81 – Practice and Procedure for Hearings Under Part 80 of this Title
- xiii. 45 CFR Part 84 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
- xiv. 45 CFR Part 86 – Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance
- xv. 45 CFR Part 87 – Equal Treatment for Faith-Based Organization
- xvi. 45 CFR Part 91 – Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- xvii. 45 CFR Part 93 – New Restrictions on Lobbying
- xviii. 45 CFR Part 95 – General Administration – Grant Programs
- xix. 45 CFR Part 100 – Intergovernmental Review of Department of Health and Human Services

7. Drug-Free Workplace. SUBRECIPIENT shall comply and cause all subcontractors to comply with the following provisions to maintain a drug-free workplace (2 CFR Part 382): (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT 's workplace or while providing services to clients. SUBRECIPIENT 's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT 's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify COUNTY within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to COUNTY clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

8. Pro-Children Act. SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).

9. Agency-based Voter Registration. If applicable, SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

10. Disclosure.

- a. If applicable to the Program and this Agreement, 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or Children’s Health Insurance Program (CHIP) services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14 to Agency. COUNTY reserves the right to take such action required by law, or where COUNTY 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.

11. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Program under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees to the following:

- a. SUBRECIPIENT hereby grants to the federal funding agency a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Program, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and
 - ii. Any rights of copyright to which a Subrecipient, sub-Subrecipient 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.”
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or contract under a grant or sub-grant.
- d. Assistance Listing Number (formerly CFDA): **93.667**. Under this Agreement, Todos Juntos is a:

Subrecipient Contractor

- 12. Other Environmental Standards.** SUBRECIPIENT shall 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 Program 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 Clean 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).
- 13. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal 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.
 - b. Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 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 SUBRECIPIENT, and SUBRECIPIENT shall also include these contract provisions in its contracts with non-Federal entities.

EXHIBIT H
INFORMATION REQUIRED BY 2 CFR 200.332(a)(1)

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): **Todos Juntos**
2. Subrecipient's DUNS number: 614865355
3. Federal Award Identification Number (FAIN): **TBD**
4. Federal Award Date: **October 1, 2021**
5. Sub-award Period of Performance Start and End Date: From: **October 1, 2020** To: **September 30, 2123**
6. Total Amount of Federal Funds Obligated by this Agreement: **\$190,000**
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity: **\$190,000**
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$190,000**
9. Federal Award Program description: Pursuant to Exhibit A, Program Activities
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: **US Department of Health and Human Services**
 - b. Name of pass-through entity: **State of Oregon Department of Education**
 - c. Name of sub-grantee entity: **Clackamas County**
 - d. Contact information for sub-grantee Financial Assistance Compliance Consultant:
Matt Westbrook, President, Matt C Westbrook, LLC
Representing Clackamas County Finance Department
mwestbrook@clackamas.us
503-933-2091
11. Assistance Listing (formerly CFDA) Number and Name: **93.667, Social Services Block Grant** Amount: **\$190,000**
12. Is Award R&D? Yes No
13. Indirect cost rate for the Federal award: SUBRECIPIENT rate is 11.1% of Personnel and Program costs.

January 6, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority (OHA) for access to the electronic referral system Oregon Tobacco Quit Line. Contract maximum value is \$40,000.

No County General Funds are used.

Purpose/Outcomes	Oregon Health Authority (OHA) will continue access with regional partner health centers to their electronic referral system, Oregon Tobacco Quit Line. This includes Clackamas Health Centers, Multnomah County Health System, Neighborhood Health Center, and Virginia Garcia Memorial Health Center.
Dollar Amount and Fiscal Impact	Contract maximum value is \$40,000.00.
Funding Source	Funding through Health Share of Oregon Grant - No County General Funds are involved.
Duration	Effective upon signature and terminates on December 31, 2022
Previous Board Action	No previous Board action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on November 29, 2021 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10454

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval an Intergovernmental Agreement with the Oregon Health Authority to continue having access to the regional partner health centers electronic referral system, Oregon Tobacco Quit Line.

Clackamas County Public Health is partnering with Clackamas Health Centers, Multnomah County Health System, Neighborhood Health Center, and Virginia Garcia Memorial Health Center to strengthen the Tobacco cessation initiative. This project is funded by a grant from Health Share of Oregon.

Contract maximum value is \$40,000.00.

Page 2 Staff Report
January 6, 2022
Agreement #10454

This contract is effective upon signature and continues through December 31, 2022.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas Fire District for the Project Hope program.

Respectfully submitted,

Rodney Cook

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND OREGON HEALTH AUTHORITY**

Agreement #10454

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Oregon Health Authority ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

The County desires to contract with the agency to coordinate the connection of regional partners to the Oregon Tobacco Quit Line.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon signature, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2022, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed eight thousand dollars (**\$8,000.**) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit invoices for Work performed at the beginning of each electronic referral project, and shall include the total amount billed to date by the Agency prior to the current invoice. 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. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.

- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not 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.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all

costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

- A. Katie Knutsen or their designee will act as liaison for the County.

Contact Information:

971-346-0292 – kknutsen@clackamas.us

- Vidal Ophelia Starr or their designee will act as liaison for the Agency.

Contact Information:

971-346-6419 - Ophelia.S.Vidal@dhsosha.state.or.us

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District’s Project Manager.
- F. Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by

Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency 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.


- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

Oregon Health Authority

Chair, Board of County Commissioners

 _____
Manager, State Policy, Systems &
Lucy Longoria Environmental Change

Date

11/30/21

Date

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Oregon Health Authority\Electronic referral to Tobacco Quit Line (OHA)\FY21-22\Contract\H3SPHOR-OregonHealthAuthority10454.docx

Exhibit A
SCOPE OF WORK

I. OHA is responsible for:

1. Coordinating activities with Optum (the Oregon Tobacco Quit Line operator) to ensure completion of the electronic referral system at the level of the Oregon Tobacco Quit Line.
 - a. E-referral process will support bi-directional data exchange between the Oregon Tobacco Quit Line and referring health care professionals at the health centers.
 - b. System will allow electronic sending of referrals to the Quit Line and any outcomes of referrals back to the sending clinic.
2. Coordinating with Optum to determine the appropriate electronic referral process to enable sending of patient data to OHA and delivery of outcome data to the health centers.
 - a. OHA will oversee implementation with Optum until OHA and CCHPD are satisfied with incoming and outgoing data.
 - i. Includes validation of system credentials, confirming required data fields, and testing functionality of the bi-directional system at each stage of implementation.
3. Ensuring Optum uses industry- approved, HIPAA-compliant methods for exchanging protected health information.
 - a. Includes ensuring Optum adheres to the electronic referral guidance recommended by the North American Quitline Consortium.
4. Confirming with Optum that the Quit Line received an actual referral (rather than a test referral).
5. Ensuring continued operation and maintenance of the electronic referral connection at the level of the Oregon Tobacco Quit Line, including annual fees from Optum.

II. CCPHD is responsible for:

1. Coordinating with health centers and electronic medical record (EMR) vendor (OCHIN Epic) to ensure completion of the electronic referral system at the level of the clinic serviced by OCHIN.
2. Coordinating with clinics and OCHIN to determine the appropriate electronic referral process to enable sending of patient data to OHA and delivery of outcome data to the health centers.
 - a. CCPHD will oversee implementation with clinics and OCHIN until OHA and CCHPD are satisfied with incoming and outgoing data.
 - i. Includes validation of system credentials, confirming required data fields, and testing functionality of the bi-directional system at each stage of implementation.
3. Ensuring clinics and OCHIN use industry- approved, HIPAA-compliant methods for exchanging protected health information.
4. Confirming with clinics that the referring healthcare professional received the associated, complete outcome report.
5. Maintaining ongoing referrals from clinics, including the connection serviced by OCHIN and associated fees.

January 6, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Tualatin Valley Fire and Rescue for the Project Hope program. Contract not to exceed \$35,490. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant.
No County General Funds are involved.

Purpose/Outcomes	This IGA is for Tualatin Valley Fire and Rescue to provide a community paramedic to the Project Hope Program.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$35,490.
Funding Source	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant. No County General Funds are involved.
Duration	December 1, 2021 - November 30, 2022.
Strategic Plan Alignment	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
Previous Board Action	No previous board action
County Counsel	County Counsel has reviewed and approved this document on November 30, 2021. KR
Procurement Review	1. Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This document is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
Contract No.	10488

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Tualatin Valley Fire and Rescue to provide a community paramedic to the Project Hope Program.

This work is part of the Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

The Community Paramedic role will continue to provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care

Page 2 Staff Report
January 6, 2022
Agreement #10488

coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

Contract maximum value of \$35,490.

This Agreement is effective upon signature and continues through November 30, 2022.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Tualatin Valley Fire and Rescue for the Project Hope program.

Respectfully submitted,

Rodney Cook

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND
TUALATIN VALLEY FIRE AND RESCUE**

Agreement #10488

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Tualatin Valley Fire and Rescue ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective **December 1, 2021**, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or November 30, 2022 whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed thirty five thousand four hundred ninety dollars (**\$35, 490**) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an invoice monthly. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

- B. *County Representations and Warranties*: County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
- C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

6. Termination.

- A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not 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.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Apryl Herron or their designee will act as liaison for the County.

Contact Information:

503-742-5343 - AprylHer@clackamas.us

Steve Boughey or their designee will act as liaison for the Agency.

Contact Information:

503 259-1122 Office – 971-727-6294 Cell – steven.boughey@tvfr.com

10. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and

exclusively within the Circuit Court of Clackamas 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 County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by

Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency 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.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

TUALATIN VALLEY FIRE AND RESCUE

Intergovernmental Agreement # 10488

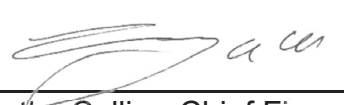
Page 7 of 8

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

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

Tualatin Valley Fire and Rescue



Chair, Board of County Commissioners

Timothy Collier, Chief Financial Officer
Tualatin Valley Fire & Rescue

Date

12/15/21

Date

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Tualatin Valley Fire & Rescue\Project Hope\Contract\H3SPHTualatinValleyFireandRescue.docx

Exhibit A

SCOPE OF WORK

The Community Paramedic role will provide crucial follow-up visits to overdose survivors after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will address immediate needs including housing, harm reduction and healthcare. A warm-hand off will then be made to the Peer Recovery Mentor and Case Manager to provide longer term community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). The Peer Recovery Mentor, contracted through the Mental Health and Addiction Association of Oregon (MHA AO) offers lived experience, and supports participants by walking with them through the hardships of recovery, and making connections to critical services. The Clackamas County Health Centers Case Manager will address the various needs of participants, will work to coordinate care via a treatment plan, and will assist with communications between community partners. Together the team will offer wrap-around support to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

Scope of Work

A. AGENCY agrees to:

1. Provide a .20 FTE Community Paramedic to perform the following:
 - a. Provide crucial follow-up visits to overdose survivors
 - b. Assess for immediate individual needs and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
 - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
 - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
 - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
 - f. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
 - i. Number of overdose survivors who receive follow-up by a community paramedic
 - ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment
 - iii. Type of treatment patient is referred to
 - iv. Number of naloxone kits distributed



Clackamas County Subrecipient vs. Contractor Determination Checklist

*Has Clackamas County been designated by the awarding entity as a contractor on this funding? If yes, **STOP**--your issuance is a subcontract, not a subrecipient agreement. Contact the Procurement Division for instructions on awarding subcontracts.*

Project Name: Project Hope - Tualatin Valley Fire and Rescue (Community Paramedic Opioid Overdose project)	
Sub Agreement Period: upon signature-11/30/22	Grant (Revenue) Award Period: 12/01/2021-11/30/2022
Funding Agenc(ies): University of Baltimore	(if applicable) CFDA #: 95.0007

<u>Characteristics indicative of a subrecipient:</u>	CHECK ONE
1) Entity (not the County) determines individuals eligible to receive entity's services.	<input type="radio"/> Yes or No <input checked="" type="radio"/>
If the answer to question 1 is YES; STOP HERE. The entity is a subrecipient.	
2) Entity performance is measured against the program objectives of the grant, fulfills the mission of the grant.	<input checked="" type="radio"/> Yes or No <input type="radio"/>
3) Entity has responsibility for programmatic decision making; designing and implementing the program within the parameters of the scope of work.	<input checked="" type="radio"/> Yes or No <input type="radio"/>
4) Entity has direct responsibility to adhere to applicable program compliance requirements.	<input type="radio"/> Yes or No <input type="radio"/>
5) Entity uses the funds to carry out a program provided by the entity (as compared to providing goods or services for a program of the County).	<input type="radio"/> Yes or No <input type="radio"/>
<u>Characteristics indicative of a contractor:</u>	
1) Entity provides the goods and services within entity's normal business operations.	<input checked="" type="radio"/> Yes or No <input type="radio"/>
2) Entity provides similar goods or services to many different purchasers.	<input checked="" type="radio"/> Yes or No <input type="radio"/>
3) Entity operates in a competitive environment; similar to that of private industry.	<input type="radio"/> Yes or No <input checked="" type="radio"/>
4) Entity provides goods or services that support the County's operation of the program.	<input checked="" type="radio"/> Yes or No <input type="radio"/>
5) Entity is not subject to compliance requirements of the program. The County is responsible for these.	<input type="radio"/> Yes or No <input type="radio"/>

Final Determination (CHECK ONE): Subrecipient or Contractor

Brief narrative justifying determination:

Though the program was developed jointly, County is responsible for decisions and reporting to the funding agency. Data is collected from multiple entities with Clackamas County. identifies overdose clients. Vendor then provides follow-up.

Panel Members:

Apryl Herron _____

Matt Westbrook _____

Bill Conway _____

Jeanne Weber _____

Karen Webb _____

Sherry Olson _____

Program Manager (or responsible party)
Signature: Armando Jimenez

Armando Jimenez Digitally signed by Armando Jimenez
Date: 2021.12.14 16:03:57 -08'00'

Department/Division Manager Signature:
Philip Mason-Joyner

Philip Mason-Joyner Digitally signed by Philip Mason-Joyner
Date: 2021.12.15 10:36:11 -08'00'

Department Fiscal Representative
Signature: Sherry Olson

Sherry L. Olson Digitally signed by Sherry L. Olson
Date: 2021.12.15 12:42:03 -08'00'

Updated By Finance: 7/16/19 Date

Date

Subrecipient and Contractor Definitions

Subrecipient definition/characteristics:

A subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a grant program; but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other awards directly from the same awarding agency.

Characteristics which support the classification as a subrecipient is when the entity:

- * Determines who is eligible to receive what assistance;
Example: Organization determines whether a potential customer meets a program's eligibility requirements for assistance under that program
- * Has it's performance measured in relation to whether objectives of the program were met;
Example: Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives
- * Awarding entity requires organization to submit regular oral or written progress reports relating to program objectives.
- * Has responsibility for programmatic decision making;
Example: Organization has latitude to make decisions within terms of agreement
- * Organization makes policy and operational decisions governing how it carries out a program
- * Responsible for adherence to applicable program compliance requirements specified in the award; and
Example: Awarding entity holds the organization responsible for compliance with applicable program statutes, regs, rules, policies and other guidance.
- * Organization receives technical assistance or training from the awarding entity relating to program requirements
- * Uses the funds to carry out objectives of the program for public purpose as opposed to providing goods or services for the benefit of the pass-through entity.
Example: Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
- * Organization's role requires more than dealing, distributing or selling goods or services that support a program.
- * Organization's programmatic involvement could be a separate scope of work and budget that must be approved by the awarding entity.
- * Intent of the award document states something similar to "This is an award of [federal/state/local] financial assistance".

Contractor definition/characteristics:

A contract is for the purpose of obtaining goods and services for the entity's own use and creates a procurement relationship with the contractor in order for the entity to administer the program.

Characteristics indicative of a procurement relationship between the entity and a contractor are when the contractor:

- * Provides the goods and services within its normal business operations;
Example: Organization exists for the purpose of providing a particular goods or services.
- * Organization receives no instruction from the awarding entity as to how the organization goes about producing the goods or services.
Example: Organization has its contract measured against whether it meets specific deliverables, rather than a program's performance outcomes.
- * Provides similar goods and services to many different purchasers;
Example: Services provided are of a repetitive nature.
Example: Goods provided are commonly available
- * Normally operates in a competitive environment;
Example: Organization competes with other organizations to provide a similar good or service
- * Provides goods and services that are secondary to the operation of the program; and
Example: Organization provides a goods/services that enables the awarding entity to operate (i.e. office supplies, janitorial services, equipment, printing).
- * Is not subject to the original award's [if pass-through] compliance requirements as a result of the agreement.
Example: Organization is not responsible for compliance with applicable program statutes, regulations, rules, policies or guidance.
Example: Awarding entity does not provide the organization with technical assistance or training with regard to program requirements.
- * Awarding entity does not monitor the organization for compliance with program requirements.
Example: Awarding entity does not monitor the organization for compliance with program requirements.
- * Contract agreement states something similar to "This is a purchase of goods and/or services".

Use of judgment in making determination:

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract. (2 CFR 200.330 (c))

January 6, 2022

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with Clackamas County Fire District #1 for the Project Hope program. Contract not to exceed \$31,090. Funding through University of Baltimore Combating Opioid Overdose through Community-Level Initiative (COOCLI) grant.

No County General Funds are involved.

Purpose/Outcomes	This IGA is for Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$31,090.
Funding Source	University of Baltimore Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI) grant. No County General Funds are involved.
Duration	December 1, 2021 - November 30, 2022.
Strategic Plan Alignment	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
Previous Board Action	No previous board action
County Counsel	County Counsel has reviewed and approved this document on November 30, 2021. KR
Procurement Review	1. Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This document is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
Contract No.	10459

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with Clackamas Fire District #1 to provide a community paramedic to the Project Hope Program.

This work is part of the Grant Subaward for Combating Opioid Overdose through Community-Level Intervention Initiative (COOCLI).

The Community Paramedic role will continue to provide crucial follow-up visits to opioid overdose survivors in the home after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will provide care

Page 2 Staff Report
January 6, 2022
Agreement #10459

coordination between patients and providers, and community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). Community Paramedics will work with patients to establish a longer-term plan to prevent future substance use and potential overdose.

Contract maximum value of \$31,090.

This Agreement is effective upon signature and continues through November 30, 2022.

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas County Fire District #1 for the Project Hope program.

Respectfully submitted,



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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND
CLACKAMAS FIRE DISTRICT #1**

Agreement #10459

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas Fire District #1 ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

This agreement provides the basis to partner on the Community Paramedic Opioid Overdose project. The goals of the Community Paramedic Opioid Overdose project are to:

- Reduce the number of people who have a repeat overdose, thereby decreasing future 911 calls and hospital readmissions.
- Improve the quality of life for patients with substance use disorders.
- Bridge gaps in care by connecting vulnerable patients to treatment services and other resources that address social factors that may be influencing the patients' health.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or November, 30, 2022 whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The County agrees to pay Agency, from available and authorized funds, a sum not to exceed thirty one thousand ninety dollars (\$31, 090) for accomplishing the Work required by this Agreement.
4. **Payment.** Unless otherwise specified, the Agency shall submit an invoice monthly. Payments shall be made to Agency following the County's review and approval of invoices submitted by Agency. Agency shall not submit invoices for, and the County will not pay, any amount in excess of the maximum compensation amount set forth above.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.

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- C. The County or the Agency shall not 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.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

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A. Apryl Herron or their designee will act as liaison for the County.

Contact Information:

503-742-5343 - AprylHer@clackamas.us

Josh Santos or their designee will act as liaison for the Agency.

Contact Information:

503 747-2777 Office - 503-504-3804 Cell - josh.santos@clackamasfire.com

10. General Provisions.

A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and

exclusively within the Circuit Court of Clackamas 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 County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. **Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by

Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency 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.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.
- U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

Clackamas County

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

Clackamas Fire District #1

Nick J Browne

Chair, Board of County Commissioners

Chief Nick Browne, Fire Chief

12/15/21

Date

Date

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Expense\Clackamas Fire District #1\Project Hope\FY21-22\Contract\H3SPHClackamasFireDistrict#110459.docx

Exhibit A

SCOPE OF WORK

The Community Paramedic role will provide crucial follow-up visits to overdose survivors after the emergency medical phase of the call ends. After an assessment is completed, Community Paramedics will address immediate needs including housing, harm reduction and healthcare. A warm-hand off will then be made to the Peer Recovery Mentor and Case Manager to provide longer term community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services). The Peer Recovery Mentor, contracted through the Mental Health and Addiction Association of Oregon (MHA AO) offers lived experience, and supports participants by walking with them through the hardships of recovery, and making connections to critical services. The Clackamas County Health Centers Case Manager will address the various needs of participants, will work to coordinate care via a treatment plan, and will assist with communications between community partners. Together the team will offer wrap-around support to prevent future substance use and potential overdose.

A key element of this project is to include harm reduction efforts through the distribution of naloxone kits and delivery of harm reduction messages to opioid users. Patients, and where applicable, family members will be trained on naloxone use and opioid overdose prevention strategies. To expand upon a population health-based model, Community Paramedics and Peer Mentors will encourage patients to promote overdose prevention messages and distribute naloxone kits through drug-using and social networks and will provide naloxone refills and provide continued follow-up as needed.

Scope of Work

A. AGENCY agrees to:

1. Provide a .20 FTE Community Paramedic to perform the following:
 - a. Provide crucial follow-up visits to overdose survivors
 - b. Assess for immediate individual needs and provide community resource navigation with a focus on treatment and recovery services (detox, inpatient, outpatient and community-based services)
 - c. Work with patients to establish a longer-term plan to prevent future substance use and potential repeat overdose.
 - d. Distribute naloxone kits and delivery of harm reduction messages to opioid users.
 - e. Train patients, and where applicable, family members on naloxone use and opioid overdose prevention strategies.
 - f. Collect and report the following data to Clackamas County Public Health as part of the pilot project:
 - i. Number of overdose survivors who receive follow-up by a community paramedic
 - ii. Number of patients who are referred to treatment, peer support, housing, primary care, and employment
 - iii. Type of treatment patient is referred to
 - iv. Number of naloxone kits distributed



Clackamas County Subrecipient vs. Contractor Determination Checklist

*Has Clackamas County been designated by the awarding entity as a contractor on this funding? If yes, **STOP**--your issuance is a subcontract, not a subrecipient agreement. Contact the Procurement Division for instructions on awarding subcontracts.*

Project Name: Project Hope - Clackamas Fire District #1 (Community Paramedic Opioid Overdose project)	
Sub Agreement Period: upon signature-11/30/22	Grant (Revenue) Award Period: 12/01/2021-11/30/2022
Funding Agenc(ies): University of Baltimore	(if applicable) CFDA #: 95.0007

Characteristics indicative of a subrecipient:

CHECK ONE

1) Entity (not the County) determines individuals eligible to receive entity's services.

Yes or No

If the answer to question 1 is YES; STOP HERE. The entity is a subrecipient.

2) Entity performance is measured against the program objectives of the grant, fulfills the mission of the grant.

Yes or No

3) Entity has responsibility for programmatic decision making; designing and implementing the program within the parameters of the scope of work.

Yes or No

4) Entity has direct responsibility to adhere to applicable program compliance requirements.

Yes or No

5) Entity uses the funds to carry out a program provided by the entity (as compared to providing goods or services for a program of the County).

Yes or No

Characteristics indicative of a contractor:

1) Entity provides the goods and services within entity's normal business operations.

Yes or No

2) Entity provides similar goods or services to many different purchasers.

Yes or No

3) Entity operates in a competitive environment; similar to that of private industry.

Yes or No

4) Entity provides goods or services that support the County's operation of the program.

Yes or No

5) Entity is not subject to compliance requirements of the program. The County is responsible for these.

Yes or No

Final Determination (CHECK ONE): Subrecipient or Contractor

Brief narrative justifying determination:

Though the program was developed jointly, County is responsible for decisions and reporting to the funding agency. Data is collected from multiple entities with Clackamas County. identifies overdose clients. Vendor then provides follow-up.

Panel Members:

Apryl Herron _____

Matt Westbrook _____

Bill Conway _____

Jeanne Weber _____

Karen Webb _____

Sherry Olson _____

Program Manager (or responsible party)
Signature: Armando Jimenez

Department/Division Manager Signature:
Philip Mason-Joyner

Department Fiscal Representative
Signature: Sherry Olson

Armando Jimenez Digitally signed by Armando Jimenez
Date: 2021.12.14 16:05:02 -08'00'

Philip Mason-Joyner Digitally signed by Philip Mason-Joyner
Date: 2021.12.15 10:36:47 -08'00'

Sherry L. Olson Digitally signed by Sherry L. Olson
Date: 2021.12.15 12:41:34 -08'00'

Date _____ Date _____ Date _____

Subrecipient and Contractor Definitions

Subrecipient definition/characteristics:

A subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a grant program; but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other awards directly from the same awarding agency.

Characteristics which support the classification as a subrecipient is when the entity:

- * Determines who is eligible to receive what assistance;
Example: Organization determines whether a potential customer meets a program's eligibility requirements for assistance under that program
- * Has it's performance measured in relation to whether objectives of the program were met;
Example: Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives
- * Awarding entity requires organization to submit regular oral or written progress reports relating to program objectives.
- * Has responsibility for programmatic decision making;
Example: Organization has latitude to make decisions within terms of agreement
- * Organization makes policy and operational decisions governing how it carries out a program
- * Responsible for adherence to applicable program compliance requirements specified in the award; and
Example: Awarding entity holds the organization responsible for compliance with applicable program statutes, regs, rules, policies and other guidance.
- * Organization receives technical assistance or training from the awarding entity relating to program requirements
- * Uses the funds to carry out objectives of the program for public purpose as opposed to providing goods or services for the benefit of the pass-through entity.
Example: Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
- * Organization's role requires more than dealing, distributing or selling goods or services that support a program.
- * Organization's programmatic involvement could be a separate scope of work and budget that must be approved by the awarding entity.
- * Intent of the award document states something similar to "This is an award of [federal/state/local] financial assistance".

Contractor definition/characteristics:

A contract is for the purpose of obtaining goods and services for the entity's own use and creates a procurement relationship with the contractor in order for the entity to administer the program.

Characteristics indicative of a procurement relationship between the entity and a contractor are when the contractor:

- * Provides the goods and services within its normal business operations;
Example: Organization exists for the purpose of providing a particular goods or services.
- * Organization receives no instruction from the awarding entity as to how the organization goes about producing the goods or services.
Example: Organization has its contract measured against whether it meets specific deliverables, rather than a program's performance outcomes.
- * Provides similar goods and services to many different purchasers;
Example: Services provided are of a repetitive nature.
Example: Goods provided are commonly available
- * Normally operates in a competitive environment;
Example: Organization competes with other organizations to provide a similar good or service
- * Provides goods and services that are secondary to the operation of the program; and
Example: Organization provides a goods/services that enables the awarding entity to operate (i.e. office supplies, janitorial services, equipment, printing).
- * Is not subject to the original award's [if pass-through] compliance requirements as a result of the agreement.
Example: Organization is not responsible for compliance with applicable program statutes, regulations, rules, policies or guidance.
Example: Awarding entity does not provide the organization with technical assistance or training with regard to program requirements.
- * Awarding entity does not monitor the organization for compliance with program requirements.
Example: Awarding entity does not monitor the organization for compliance with program requirements.
- * Contract agreement states something similar to "This is a purchase of goods and/or services".

Use of judgment in making determination:

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract. (2 CFR 200.330 (c))

January 6, 2022

Board of County Commissioner
Clackamas County

Members of the board:

Approval for Intergovernmental Agreement with Clackamas County Fire District #1
for Medical Direction. Contract maximum is \$72,000.
No County General funds are used.

Purpose/Outcomes	This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for Clackamas County Fire District #1
Dollar Amount and Fiscal Impact	\$72,000 for 12 month period
Funding Source	Emergency Medical Services Coordination – No County General Funds are used.
Duration	Effective January 1, 2022 and terminates on December 31, 2022
Previous Board Action	Board last review and approved this on July 13, 2020 – Agenda item 071320-A3
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has review and approved this document on November 30, 2021 - KR
Procurement Review	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is an IGA.
Contact Person	Philip Mason-Joyner, Public Health Director , 503-742-5956
Contract No.	10449

Background

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Intergovernmental Agreement with Clackamas County Fire District #1 for Medical Direction. This Agreement provides the basis for a cooperative working relationship with Clackamas County Fire District #1 for Medical Direction such as, developing a program to ensure they meet the state requirements and to establish performance standards. This agreement will ensure that Clackamas County Fire District #1 first responders meet requirements and protocols for the provision of EMS care.

The value of this agreement is \$72,000. This agreement is effective January 1, 2021 and expires on December 31, 2021.

Page 2 Staff Report
January 6, 2022
#10449

RECOMMENDATION:

Staff recommends the Board of County Commissioners approve the attached Intergovernmental Agreement with Clackamas Fire District for the Project Hope program.

Respectfully submitted,

Rodney Cook

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND CLACKAMAS COUNTY FIRE DISTRICT #1**

Contract #10449

THIS AGREEMENT (this "Agreement") is entered into and between Clackamas County ("County"), a political subdivision of the State of Oregon, and Clackamas County Fire District #1 ("Agency"), an Oregon municipal corporation, collectively referred to as the "Parties" and each a "Party."

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.

Clackamas County Fire District #1 desires to contract with County to receive medical direction services for their Emergency Medical Program.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective January 1, 2022, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or December 31, 2022, whichever is sooner.
2. **Scope of Work.** The Agency agrees to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The Agency agrees to pay County a sum not to exceed seventy two thousand dollars **\$72,000** for a **12 month period**, or six thousand dollars **(\$6,000) monthly**, for accomplishing the Work required by this Agreement.
4. **Payment.** Agency agrees to pay County as stated in Exhibit A.
5. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
6. **Termination.**
 - A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.

- B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the Agency shall not 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.
- D. The Agency may terminate this Agreement in the event the Agency fails to receive expenditure authority sufficient to allow the Agency, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the Agency is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7. Indemnification.

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the Agency, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the Agency agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the Agency or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the Agency has a right to control.

8. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (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. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

A. Philip Mason-Joyner or their designee will act as liaison for the County.

Contact Information:

2051 Kaen Road, Suite 367, Oregon City, OR 97045
(503) 742-5956
PMason@clackamas.us

Nick Browne, Fire Chief, or their designee will act as liaison for the Agency.

Contact Information:

11300 SE Fuller Rd, Milwaukie, OR 97222
(503) 742-2600
nick.browne@clackamasfire.com

10. General Provisions.

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas 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 County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- E. **Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the District. The District shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the District’s Project Manager.
- F. **Hazard Communication.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental

Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- L. **No Third-Party Beneficiary.** Agency 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.

- M. **Subcontract and Assignment.** Agency shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.
- N. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- O. **Survival.** All provisions in Sections 5, 7, and 10 (A), (C), (D), (G), (H), (I), (J), (L), (Q), (T), and (U) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- P. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- Q. **Time is of the Essence.** Agency agrees that time is of the essence in the performance this Agreement.
- R. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- S. **Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by events outside of the Agency or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, Agency 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 Agreement.
- T. **Confidentiality.** Agency acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by Agency or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). Agency agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Agency uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

U. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses.

IN WITNESS HEREOF, the Parties have executed this Agreement by the date set forth opposite their names below.

CLACKAMAS COUNTY FIRE DISTRICT #1



Nick Browne, Fire Chief

12/6/21

Date

11300 SE Fuller Rd.

Street Address

Milwaukie, OR 97222

City / State / Zip

(503) 747-2777 /

Phone / Fax

\\lion\CommunityHealthShare\Admin\CONTRACTS\PUBLIC HEALTH\Revenue\Clackamas Fire District\Medical Direction\FY21-22\H3SPHClackamasCountyFireDistrict#110449.docx

CLACKAMAS COUNTY

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

Chair, Board of County Commissioners

Date

Exhibit A SCOPE OF WORK

I. Purpose

- A. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Clackamas County Fire District #1.

II. Scope of Cooperation

A. County agrees to:

1. Work with Agency to provide medical director services and to perform the services listed below.
2. Meet with Agency personnel on a mutually agreed upon schedule to develop a program to:
 - a. Ensure that Agency EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and Agency.
 - b. Evaluate each EMS Provider's skill performance annually.
 - c. Provide case reviews.
 - d. Provide round table, or other agreed upon educational activity, on a quarterly basis.
 - e. Oversee and direct training courses.
 - f. Oversee and direct a quality improvement program.
3. Oversee the maintenance, use, and documentation of all Automatic External Defibrillators (AEDs) provided for use by the Agency, in accordance with Federal and State regulations.
4. Provide contact information so that Agency personnel can contact the assigned Medical Director (or designee) in a timely manner.

B. Agency agrees to:

1. Meet with County personnel on a mutually agreed upon schedule to develop and maintain a program to:
 - a. Ensure that Agency EMS providers meet Oregon State requirements for licensure and have the knowledge, skills and abilities to perform at the standards determined jointly by County and Agency.
 - b. Evaluate each EMS Provider's skill performance annually.
 - c. Provide case reviews.
 - d. Oversee and direct training courses.
 - e. Oversee and direct a quality improvement program.

2. Provide an EMS Coordinator to:
 - a. Coordinate training exercises and skill monitoring.
 - b. Maintain a computerized CQI database of all procedures and relevant training for all EMS providers.
 - c. Provide periodic reports to guide training efforts.
3. Agency further agrees to the following regarding the authority of the Medical Director:
 - a. The Agency will not permit its EMS Providers to practice at a level other than that approved by Medical Director.
 - b. Agency personnel will not practice under the medical direction or protocol of any physician other than the one assigned by mutual agreement with the exception of on-line medical control or direct in-person physician supervision provided during patient encounters.
 - c. As per ORS 682.245, Medical Director has the final decision with respect to the standing orders and written authorization to provide EMS care by Agency Department personnel.
 - d. Medical Director may require specific remedial action to correct deficiencies noted in the continuous quality improvement process, or identified violations of federal, state and local laws or regulations.
 - e. County is not an employer of its EMTs, and Agency acknowledges that no employment relationship exists between County and the EMTs employed by the Agency.

III. Compensation

- A. Agency will pay to County an amount not to exceed \$72,000 for services described in Exhibit A. Payments shall be requested and made as follows:

Monthly payments of \$6,000 will be requested by invoice from County.

Payment will be made by Agency within 30 days of receipt of invoice.

- B. All checks shall be made payable to Clackamas County and mailed to the following address:

Clackamas County Public Health Division
Attn: Sherry Olson
2051 Kaen Road Suite 367
Oregon City, OR 97045

January 6, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Non-Federal Subrecipient Grant Amendment #4 with Northwest Housing Alternatives for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services in the Amount of \$60,000 Funded by the State of Oregon, Housing and Community Services Dept.
No County General Funds

Purpose/Outcomes	Approval of Amendment #4, which adds funding to continue System Diversion, Homelessness Prevention, and Rapid Re-Housing Services and extends the end date of the eligible grant expenditure period by 6 months, to 12-31-21.
Dollar Amount and Fiscal Impact	\$60,000 increase in FY2021-2022, for a revised maximum of \$600,000. No County General Funds
Funding Source	State of Oregon Housing and Community Services Department, Emergency Housing Assistance (EHA) funds. No County General Funds
Duration	Amendment is effective upon signature, with an eligible grant expenditure period of July 1, 2021 – December 31, 2021.
Previous Board Action	The original agreement (3-29-2018), amendment #1 (2-28-2019), amendment #2 (11-7-2019), and amendment #3 (10-8-2020) were approved by the Board and authorized for H3S Director signature. Item at County issues: January 4, 2022.
Strategic Plan Alignment	1. This funding aligns with H3S’s strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County’s strategic priority to ensure safe, healthy and secure communities.
Counsel Review	This Non-Federal Subrecipient Grant Amendment was approved by County Counsel on 12-1-2021 by Andrew Naylor.
Procurement Review	1. Was the item processed through Procurement? No 2. If no, provide brief explanation: This is a grant amendment, not subject to Procurement review.
Contact Person	Brenda Durbin, Social Services Director (503)655-8641
Contract No.	H3S# 8696

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing, and Human Services Department requests approval of Grant Amendment #4 with Northwest Housing Alternatives (NHA) for System Diversion, Homelessness Prevention, and Rapid Re-Housing Services. This agreement is funded with Emergency Housing Assistance state grant funds passed through to SSD from Oregon Housing and Community Services (OHCS). OHCS executed the County’s 21-23 Master Grant Revenue Agreement to fund this program, along with many others providing services to low income households, in August 2021. Since the agreement was executed, SSD has been working with OHCS on approval of work plans, subrecipient lists and budgets for each individual funding stream in order to be able to spend funds. EHA funds were

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

approved and made available for spending in November, 2021 with an eligible period of expenditure beginning July 1, 2021.

This Grant Amendment was approved by County Counsel and is effective upon signature by all parties. The grant award and amendments were made under a Notice of Funding Opportunity with additional funder-approved extensions. OHCS has approved a six-month extension from the previous amendment, adding an eligible grant expenditure period of July 1, 2021 to December 31, 2021. No County General Funds are required.

RECOMMENDATION:

Staff recommends the Board approval of this Grant Amendment, and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

Rodney A. Cook, Director
Health, Housing & Human Services Department

Agency Service Contract (Grant) Amendment
Health, Housing and Human Services Department

H3S Agreement Number 8696 Board Agenda Number _____

and Date 1/6/2022

Division Social Services Amendment No. 4

Contractor Northwest Housing Alternatives, Inc.

Amendment Requested By Brenda Durbin, Director

Changes: Scope of Services Grant Budget
 Grant Time Other Special Requirements

Justification for Amendment:

This Amendment #4 is entered into between Northwest Housing Alternatives, Inc. (“AGENCY”) and Clackamas County (“COUNTY”) and shall become part of that Agency Service Contract grant agreement (“Agreement”) entered into between both parties on April 4, 2018.

The State of Oregon Housing and Community Services Department (OHCS) has approved extending the grant award for system diversion, homelessness prevention and rapid re-housing services.

Amendment #4 adds an eligible grant expenditure period of July 1, 2021 to December 31, 2021 and additional funds from OHCS. Maximum compensation is increased by \$60,000 for a maximum contract value of \$600,000.

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: SECTION II, COMPENSATION AND RECORDS. SUBSECTION A:

A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.

- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of \$540,000 as described in Exhibit C: Budget & Output.
- b. Amendment #3, fiscal year 19-20 and Amendment #4, fiscal year 20-21, award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).

Total maximum compensation under this contract shall not exceed \$540,000.

TO READ:

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I.
- a. For financial assistance on a cost reimbursement basis for all eligible costs up to a maximum compensation of **\$600,000** as described in Exhibit C: Budget & Output.
 - b. **Funding for Amendment #2**, fiscal year 19-20 and Amendment **#3**, fiscal year 20-21, award fund source is 19-21 Biennium Master Grant Agreement, #5084, H3S#9302 issued to County by Oregon Housing and Community Services (OHCS).
 - c. **Funding for Amendment #4, fiscal year 21-22 award fund source is 21-23 Biennium Master Grant Agreement, #7005, H3S#10239 issued to County by Oregon Housing and Community Services (OHCS).**

Total maximum compensation under this contract shall not exceed **\$600,000**.

AMEND EXHIBIT B, REPORTING REQUIREMENTS, SECTION B, INVOICING, to include the following:

Total amount billed for Homeless System Diversion and Rapid Re-housing during the eligible grant expenditure period of July 1, 2021 to December 31, 2021 shall not exceed \$60,000 based on Exhibit C.

Charges for eligible services incurred prior to agreement execution date, but within Amendment #4 eligible grant expenditure period, are due within 30 days of Amendment #4 execution date. COUNTY and AGENCY acknowledge and ratify that work done under Amendment #4 was completed before the date of final execution, but not earlier than July 1, 2021. COUNTY reserves any rights, claims, or causes of action that COUNTY may have with respect to work performed and ratified hereunder.

Subject to availability of funds, Contract Administrator or Program Manager may, in their sole discretion, approve acceptance of invoices after deadline under special circumstances.

AMEND EXHIBIT C, BUDGET & OUTPUT, SECTION A, BUDGET:

A. BUDGET

Total maximum compensation under this contract shall not exceed \$540,000.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B, & C, up to a maximum compensation of \$540,000 EHA funds as follows:

Northwest Housing Alternatives

H3S Agreement # 8696 – Amendment #4

Page 3 of 9

Eligible costs applied to original contract term for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from March 29, 2018 to June 30, 2019 and shall not exceed \$240,000. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges (based on participant rent and deposits, other eligible client assistance, and personnel & mileage) on invoice submittals and not to exceed a total amount of \$6,000 in the July 1, 2019 to June 30, 2020 amendment #2 terms and a total amount of \$6,000 in the July 1, 2020 to June 30, 2021 amendment #3 term. Administration is not in addition to grant award.

Eligible costs applied to amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$120,000.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget spend down requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

- By September 30, 2019, at least 10% of the funding must be spent
- By December 31, 2019 at least 35% of the funding must be spent
- By March 31, 2020, at least 70% of the funding must be spent
- By May 15, 2020, at least 90% of the funding must be spent.

Minimum Spending Targets for July 1, 2020 to June 30, 2021:

- By September 30, 2020, at least 10% of the funding must be spent
- By December 31, 2020, at least 35% of the funding must be spent
- By March 31, 2021, at least 70% of the funding must be spent
- By May 15, 2021, at least 90% of the funding must be spent.

Any spending below the rates above is subject to rescission of the program funds which may be reallocated by COUNTY. When spending is below the threshold described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests of funds in any expenditure category deviates from approved budget or is unsubstantiated by required and related back up documentation.

TO READ:

A. BUDGET

Total maximum compensation under this contract shall not exceed **\$600,000**.

COUNTY will pay AGENCY on a cost-reimbursement basis for all eligible costs with payments to be made as outlined in Exhibit A, B, & C, up to a maximum compensation of **\$600,000** EHA funds as follows:

Eligible costs applied to original contract term for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from March 29, 2018 to June 30, 2019 and shall not exceed \$240,000. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #1 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from January 1, 2019 to June 30, 2019. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Eligible costs applied to amendment #2 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2019 to June 30, 2020. Payment shall be full compensation for work performed for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

Administration is allowed, and shall be billed monthly, not to exceed 5% of total monthly charges (based on participant rent and deposits, other eligible client assistance, and personnel & mileage) on invoice submittals and not to exceed a total amount of \$6,000 in the July 1, 2019 to June 30, 2020 amendment #2 terms and a total amount of \$6,000 in the July 1, 2020 to June 30, 2021 amendment #3 term. Administration is not in addition to grant award.

Eligible costs applied to amendment #3 funds for System Diversion, Homelessness Prevention, and Rapid Re-Housing shall be from July 1, 2020 to June 30, 2021, and total amount billed shall not exceed \$120,000.

Eligible costs applied to Amendment #4 award shall not exceed \$60,000 for System Diversion, Homelessness Prevention, and Rapid Re-Housing and shall be from the eligible grant expenditure period of July 1, 2021 to December 31, 2021.

Eligible administrative expenses for Amendment #4 shall not exceed \$2,850 in the July 1, 2021 to December 31, 2021 eligible grant expenditure period.

Administration is not in addition to grant award.

Administration and Personnel costs shall not be billed without associated client services, but shall be billed each month during the contract term to reflect the monthly time spent serving clients and include associated client support expenses.

Budget spend down requirement. All grant funds, with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rates prescribed below.

Minimum Spending Targets for July 1, 2019 to June 30, 2020:

By September 30, 2019, at least 10% of the funding must be spent
By December 31, 2019 at least 35% of the funding must be spent
By March 31, 2020, at least 70% of the funding must be spent
By May 15, 2020, at least 90% of the funding must be spent.

Minimum Spending Targets for July 1, 2020 to June 30, 2021:

By September 30, 2020, at least 10% of the funding must be spent
By December 31, 2020, at least 35% of the funding must be spent
By March 31, 2021, at least 70% of the funding must be spent
By May 15, 2021, at least 90% of the funding must be spent.

***Minimum Spending Target for July 1, 2021 to December 31, 2021:
By December 15, 2021, at least 90% of the funding must be spent***

Any spending below the rates above is subject to rescission of the program funds which may be reallocated by COUNTY. When spending is below the threshold described above, and prior to funding rescission, COUNTY and AGENCY will commit to collaborating to find solutions that resolve the issues.

Withholding of Funds. COUNTY may withhold any and all undisbursed grant funds from AGENCY if COUNTY, in its sole discretion, determines that AGENCY has failed to timely satisfy any material obligation arising under this Agreement, including Program & Reporting Requirements. AGENCY obligations include, but are not limited to providing complete, accurate, and timely reports satisfactory to COUNTY about its performance under this Agreement as well as timely satisfying all Program and Reporting Requirements, including timely provision of additional information or explanation of Work costs or performance as may be requested. COUNTY also may withhold any and all requested grant funds from AGENCY if COUNTY, in its sole discretion, determines that the rate or scale of requests of funds in any expenditure category deviates from approved budget or is unsubstantiated by required and related back up documentation.

Eligible Expenditure Period Budget July 1, 2021 to December 31, 2021:

COUNTY may, in its sole discretion, approve adjustments to all encumbrance lines and budget categories.

AGENCY may make adjustments to AGENCY's budget for this Amendment #4 within the Homelessness System Diversion or Rapid Re-Housing elements as follows and without prior approval from COUNTY:

- ***Adjust up to 10% between 'participant rent and deposits' and 'other eligible client assistance' lines.***
- ***Personnel and mileage categories may be reduced and the corresponding amount applied to increase 'participant rent and deposits' and 'other eligible client assistance' lines.***

Budget and Output Template
System Diversion, Homelessness Prevention, and Rapid Re-housing
Estimated Project Period: 7/1/2021 - 12/31/2021

Proposed Project Budget and Output Detail

Allowable Costs by Element	Amount Requested	Projected Households Served
Homeless System Diversion		5
Direct Service		
Participant rent and deposits	\$11,880.50	
Other eligible client assistance	\$1,241.00	
Personnel & mileage	\$6,015.50	
Subtotal	\$19,137.00	
Personnel FTE - enter number of full-time employees	2	
Homelessness Rapid Re-Housing*		7
Direct Service		
Participant rent and deposits	\$21,570.00	
Other eligible client assistance	\$2,758.50	
Personnel & mileage (up to 25% of total)	\$13,684.50	
Subtotal	\$38,013.00	
Personnel FTE - enter number of full-time employees	2	
Grand total	\$57,150.00	
Admin	\$2,850.00	
Total w/ Admin	\$60,000.00	

AMEND EXHIBIT C, SECTION C, OUTCOMES/PERFORMANCE MEASURES, to add the following:

During the Amendment #4 eligible grant expenditure period, July 1, 2021 to December 31, 2021, approximately 7 households will be served with Homelessness Prevention funds.

During the Amendment #4 eligible grant expenditure period, July 1, 2021 to December 31, 2021, approximately 5 households will be served with Homeless System Diversion funds.

AMEND EXHIBIT D, SPECIAL REQUIREMENTS, to add the following:

9. Under Amendment #4, AGENCY will comply with COUNTY'S 21-23 Biennium Master Grant Agreement, #7005, H3S#10239, issued to COUNTY by Oregon Housing and Community Services (OHCS), the State Homeless Funds Program Operations Manual, published date: July 1, 2020, and all amended versions released by OHCS as applicable.

All highlighted terms and conditions in the Master Grant Agreement, and Master Grant Agreement Exhibits J, K, L, M, and N, attached hereto and incorporated by this reference herein, are hereby incorporated into this Agreement. AGENCY will comply with the highlighted terms and conditions in the Exhibits as if AGENCY were the Subgrantee's (COUNTY'S) Subrecipient under that agreement, as well as any other term or condition set forth in the aforementioned Exhibits as may be required by OHCS:

- **2021-23 Master Grant Agreement**
- **2021-23 Master Grant Agreement, Exhibit J, Definitions**
- **2021-23 Master Grant Agreement Exhibit K: Standard Terms & Conditions**
- **2021-23 Master Grant Agreement Exhibit L: Special Provisions**
- **2021-23 Master Grant Agreement Exhibit M, Program Element, General Terms and Conditions**
- **2021-23 Master Grant Agreement Exhibit N, Program Element PE 03, Emergency Housing Assistance (EHA)**

SIGNATURE PAGE TO FOLLOW

MASTER GRANT AGREEMENT 21-23 #7005

INTRODUCTION

This **2021-23 Master Grant Agreement #7005** (this “Agreement” or “MGA”) is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as “OHCS” or “Department” and **Clackamas County, acting by and through its Health, Housing and Human Services Department**, hereinafter referred to as “Subgrantee”.

RECITALS

- A. Oregon Revised Statute (“ORS”) chapters 456 and 458 authorize the Department to collaborate and cooperate with the community action agency network in providing community services programs in the state as a delivery system for federal and state antipoverty programs to promote outreach, communication, advancement, and related community services with respect to Department programs.
- B. ORS chapters 456 and 458 authorize the Department to receive and disburse funds made available for these purposes;
- C. Subgrantee has established and proposes, during the term of this Agreement, to operate or contract for the operation of the Departments programs in accordance with the federal and state regulations, rules, policies and procedures of the Department;

AGREEMENT

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. **Incorporation of Recitals.** The foregoing Recitals, the Implementation Report (as later defined), the Notice or Notices of Allocation (NOAs) (as later defined), and the Exhibits hereto are incorporated into this Agreement by reference, except that the Recitals, the Implementation Report, the NOAs, and the Exhibits do not modify this Agreement’s express provisions.
2. **Effective Date and Duration.** When all parties hereto have executed this Agreement, and all necessary approvals have been obtained (the “Executed Date”), this Agreement is effective and has a funding start date of **July 1, 2021** (the “Effective Date”). Unless terminated earlier in accordance with its terms, or extended for time with a written amendment, this Agreement shall terminate on **June 30, 2023**.
3. **Consideration.** While there is no guarantee of funding under this Agreement, it authorizes OHCS to provide grant funding to subgrantee up to an amount not to exceed **\$31,747,027.00** (the “Grant Funds”). The grant funds available to Subgrantee through OHCS are contingent on OHCS receiving federal awards, state funds, and limitation. These grant funds may be allocated by OHCS to Subgrantee upon availability to OHCS through the Notice of Allocation process, as later defined in this Agreement. Allocations will be made by OHCS in accordance with applicable Program periods, funding formulas, or otherwise as applicable.
4. **Grant Managers.**
 - 4.1. OHCS Grant Managers:

Mike Savara, Assistant Director of Homeless Services
725 Summer Street NE, Suite B
Salem, OR 97301
Phone: (503) 931-5944
Email: Mike.Savara@oregon.gov

Laura Lien, Assistant Director of Homeless Services
725 Summer Street NE, Suite B
Salem, OR 97301

MASTER GRANT AGREEMENT 21-23 #7005

Phone: (503) 580-9335

Email: Laura.Lien@oregon.gov

Tim Zimmer, Assistant Director of Energy and Weatherization Services

725 Summer Street NE, Suite B

Salem, OR 97301

Phone: (503) 986-2067

Email: Tim.Zimmer@oregon.gov

4 2. Subgrantee's Grant Manager is:

Jessica Diridoni

2051 Kaen Rd, PO Box 2950

Oregon City, OR 97045

Phone: (503) 894-0968

Email: JDiridoni@clackamas.us

5. **Agreement Documents, Order of Precedence.** This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all Exhibits and Attachments
- Exhibit A – Definitions;
 - Implementation Report Attachments (as applicable)
 - Program Elements (as applicable)
- Exhibit B - Standard Terms and Conditions
- Exhibit C – Special Provisions
- Exhibit D - Federal Assurances
- Exhibit E - Oregon State Historic Preservation Office Agreement

All of the foregoing Exhibits are attached hereto and incorporated herein by this reference

6. **DIVERSITY, EQUITY AND INCLUSION.** Building Community Action Agency organizational capacity to provide inclusive services to diverse constituencies is a first step to ensure equitable and culturally responsive services for all Oregonians in need. OHCS and subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provision. OHCS commits to creating a system to analyze OHCS-funded programs and remove identified barriers to accessing opportunities within those programs.

7. **CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE.**

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF SUBGRANTEE.

The undersigned certifies under penalty of perjury both individually and on behalf of Subgrantee that:

A. The undersigned is a duly authorized representative of Subgrantee, has been authorized by Subgrantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subgrantee;

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

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate

MASTER GRANT AGREEMENT 21-23 #7005

against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;

D. Subgrantee and Subgrantee's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>;

E. Subgrantee has sufficient staffing and operation capacity to expend the Grant Funds;

F. Subgrantee acknowledges that OHCS reserves the right to reduce Subgrantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other eligible providers with the goal of minimizing service disruption and ensure funds are utilized; and

G. Subgrantee is bound by and will comply, and require its subrecipients to comply, with all federal, state, and local laws, regulations, requirements, terms and conditions contained in and as applicable to this Agreement.

[Signature Page Follows]

MASTER GRANT AGREEMENT 21-23 #7005

SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBGRANTEE HAS READ THE AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Authorized Signature:  Date: 8/5/2021

Name (Print): Tootie Smith Title: Board Chair

Telephone Number: 503-655-8581 E-Mail Address: bcc@clackamas.us

DUNS #: 096992656

Fiscal Contact Name (Print): Jennifer Snook Title: Management Analyst Senior

E-Mail Address: Jennifersno@clackamas.us Phone #: 503-655-8760

8. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE.

State of Oregon acting by and through its
Housing and Community Services Department
725 Summer Street NE Suite B, Salem, OR 97301

Authorized Signature:  Andrea Bell 8/9/2021
Margaret Solle Salazar, Director or designee Date

DEPARTMENT OF JUSTICE

Approved for Legal Sufficiency by: Hannah P. Fenley, pursuant to OAR 137-045-0015(3), June 16, 2021

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2021-2023 MASTER GRANT AGREEMENT**Exhibit A, Definitions****July 1, 2021****Definitions**

Certain words and phrases in this agreement, including but not limited to the, applicable Program Element have the meanings provided herein, as stated in federal, state, local laws, regulations, and rules or as otherwise provided by OHCS, unless the context clearly requires otherwise:

Word/Phrase	Program Applicability:	Meaning
“Allocation”	All Programs	Means an amount of funding made available to a CAA to be used for a specific purpose.
“Allowable Cost”	All Programs	Means the costs described in the 2 CFR Subtitle B with guidance at 2 CFR Part 200, except to the extent such costs are limited or excluded by other provisions of the Agreement, whether in the applicable NOAs, Program Elements, or otherwise.
“Applicant”	All Programs	Means any person who applies to receive program benefits.
“ASHRAE”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means the American Society of Heating, Refrigerating, and Air-Conditioning Engineers.
“Assurance 16 funds”	LIHEAP	Means the portion of LIHEAP funds used by states to provide services, including needs assessments, counseling, and assistance with energy vendors, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance.
“Baseload services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means any measure that reduces non- heating and cooling costs. These measures can include, but are not limited to, energy efficient lighting, water saving devices, and high efficiency water heaters.
“Client”	All Programs	Means, with respect to a particular Program Element, any individual who is receiving those program services for or through the Subgrantee.
“Committed”	All Programs	Means an amount of funding reserved for specific client or project that subgrantee believes, in their best judgement, will be spent but hasn’t been requested from OHCS.
“Crisis assistance”	LIHEAP, OEAP	Means the assistance provided to low-income households for crisis situations such as supply shortages, loss of Household heating or cooling or other situations approved by OHCS as described in the LIHEAP state plan and the energy assistance operations manual.
“Crisis assistance”	EAS-CRF	Means the bill payment assistance provided to low-income households for crisis situations such as supply shortages or other situations as described in the energy assistance operations manual.

"Culturally Specific Organization"	All Programs	Means an entity that provides services to a cultural community and the entity has the following characteristics: <ul style="list-style-type: none"> (a) Majority of members and/or clients are from a particular community of color; (b) Organizational environment is culturally focused and the community being served recognizes it as a culturally-specific entity that provides culturally and linguistically responsive services; (c) Majority of staff are from the community being served, and the majority of the leadership (defined to collectively include board members and management positions) are from the community being served; (d) The entity has a track record of successful community engagement and involvement with the community being served; and (e) The community being served recognizes the entity as advancing the best interests of the community and engaging in policy advocacy on behalf of the community being served.
"Deferral"	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means deferring a project that is either structurally unsound or has safety hazards that cannot be addressed under the scope of the program. The project is deferred until the necessary repairs can be completed.
"Department" or "OHCS"	All Programs	Means the Housing and Community Services Department for the state of Oregon.
"DHS"	HSP	Means the Department of Human Services for the state of Oregon.
"Disallowance of Costs"	All Programs	Means money disbursed to Subgrantee by Department under this Agreement and expended by Subgrantee that: <ul style="list-style-type: none"> a. Is identified by the Federal Government as an improper use of federal funds, a federal notice of disallowance, or otherwise; or b. Is identified by the Department as expended in a manner other than that permitted by this Agreement; or c. Is identified by the Department of expended on the delivery of a Program Element service that did not meet the standards and requirements of this Agreement with respect to that service.
"DOE"	BPA WAP, DOE WAP, LIHEAP	Means the Federal Department of Energy.
"Elderly Household"	ERA	Means an individual living alone, a family with or without children, or a group of individuals who are living together as one economic unit, where at least one member of the household is age 58 or older.

“Eligible dependent child”	HSP	Means an unmarried or separated individual who is either under the age of eighteen (18) years OR is under nineteen (19) years and a full-time student OR is a minor parent OR an unborn child.
“Eligible family household”	HSP	Means a low-income household with an eligible dependent child or children, including a single pregnant woman in the month of her due date, living together as one economic unit.
“Emergency shelter”	EHA, ESG, SHAP, ESG-CV	Means any appropriate facility that has the primary use of providing temporary or transitional shelter for the homeless in general or for specific populations of the homeless and the use of which does not require occupants to sign leases or occupancy agreements.
“Energy education”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means the activities and instruction designed to help low-income clients make informed decisions to effectively reduce energy consumption.
“Expenditure Period”	All Programs	Means the time period in which the funds are intended to be used.
“Express Enrollment”	EAS-CRF	Means if an applicant household includes one person enrolled in one of the specified programs and provides documentation of their current enrollment in said program, the household will be eligible for this energy assistance stability program.
“Extremely low income”	EHA, ERA, ESG, HTBA, SHAP	Means an annual household income that is at or less than 30% of area median income based on HUD determined guidelines, adjusted for family size.
“Equipment”	All Programs	Means tangible personal property (including information technology systems) having a useful life of more than one year, and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by subgrantee, or as defined in 2 CFR 200.33.
“Funding agreement” or “Agreement”	All Programs	Means the master grant agreement or other written agreement, together with all incorporated documents and references, to be executed by and between the department and the subgrantee agency in form and substance satisfactory to the department, as a condition precedent for receipt of program funding from the department.
“Funding application”	All Programs	Means the subgrantee agency’s application to the department for a program grant.
“HHS”	CSBG, HSP, LIHEAP, LIHEAP WX	Means U.S. Department of Health and Human Services.
“HMIS”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means Homeless Management Information System.
“HOME”	HTBA	Means HUD’s HOME Investment Partnerships Program established by the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. § 12701 et seq.

“Home energy supplier”	LIHEAP	Means a supplier who either delivers home energy in bulk to households or provides home energy continuously via wire or pipe.
“Home energy supplier”	OEAP	Means Portland General Electric and Pacific Power utility vendors.
“Home energy supplier”	EAS-CRF	Means any electric or natural gas utility.
“Homeless”	EHA, ERA, ESG, HSP, SHAP, ESG-CV	Means an individual, family or household that lacks a fixed, regular, and/or adequate nighttime residence in accordance with department categorical definitions. Categorical definitions are contained in the program manual.
“Household”	CSBG, EHA, ESG, HTBA, , SHAP, ESG-CV	Means an individual living alone, a family with or without children or a group of individuals who are living together as one economic unit.
“Household”	LIHEAP, OEAP, EAS-CRF	Means any individual residing alone or groups of individuals who are living together as one economic unit and purchase residential energy in common.
“Housing”	HTBA	Means rental unit, which may be in a rental complex or a free-standing single-family home. It also includes, but is not limited to, rental manufactured housing and manufactured housing lots, permanent housing for disabled homeless persons, transitional housing and single room occupancy housing. Housing does not include emergency shelters (including domestic violence shelters) or facilities, correctional facilities and student dormitories.
“Implementation Report”	All Programs	Means the Subgrantee’s OHCS-approved implementation plan for the use of program funds with respect to applicable program elements. Implementation Reports may be submitted by the Subgrantee and approved by OHCS after the Effective Date of this Agreement at OHCS’s discretion.
“Income”	All Programs	Means the total household income from all sources before taxes, which may be reduced by deductions allowed by the department in compliance with program requirements. Income does not include assets or funds over which the applicant or household has no control.
“Low-income household”	CSBG	Means a household with an annual household income at or less than 200% of the federal poverty guidelines or the maximum as assigned by HHS-ACF-OCS.
“Low-income household”	EHA, ERA, ESG, HTBA, SHAP, ESG-CV	Means a household with an annual household income that is more than 50%, but below 80% of the area median income based on HUD determined guidelines, as adjusted for family size.
“Low-income household”	HSP	Means household with an annual income that is at or below 250% of the federal poverty guidelines and which household assets do not exceed \$2,500.
“Low-income household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a household with income that is at or below 200% of the federal poverty level.

“Low-income household”	LIHEAP, OEAP	Means a household with income that is at or below 60% of state median income.
“Low-income household”	C19-RENTAL RELIEF (CARES ACT); EAS-CRF	Means a household with income that is at or below 80% of area median income.
“Maintenance of effort”	HSP	Means DHS allowable nonfederal cash and in-kind contributions used to supplement program services in an amount that equals the subgrantee agency’s program allocation as defined in the program manual and approved by the department.
“Migrant and seasonal farmworker organization”	CSBG	Means a private nonprofit organization organized under ORS chapter 65 that serves migrant and seasonal farmworkers and their families.
“NOA”	All Programs	Means Notice of Allocation which is issued by the Department to subgrantee to award, distribute, or recapture grant funds under this Agreement as they are requested, come available, or are revoked under a program.
“Participant”	All Programs	Means a household who receives program services.
“Peer exchange”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means an exchange of information between peers; usually a visit by one agency to another to review work and exchange ideas and best practices to enhance their programs.
“Program” or “Program Elements” or use of acronym to identify the program	All Programs	Means the program administered by the department pursuant to all applicable federal, state, local laws, rules and regulations.
“Program manual” or “manual”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, LIHEAP, OEAP, C19-RENTAL RELIEF (CARES ACT), EAS-CRF, ESG-CV	Means the program operations manual, as amended from time to time.
“Program requirements” or “legal requirements”	All Programs	Means all terms and conditions of the MGA, incorporated exhibits department directives (including deficiency notices), and including applicable, federal, state laws, rules and regulations, executive orders, applicable administrative rules and OHCS program manuals and local ordinances and codes all as amended from time to time.
“Program services”	CSBG, EHA, ERA, ESG, HSP, HTBA, SHAP, C19-RENTAL RELIEF (CARES ACT), ESG-CV	Means allowable services and activities as defined by the program laws, rules, regulations and eligible under the program.
“Projected (Advance) Expense”	All Programs	Means a payment made by the Department to the subgrantee before the subgrantee disburses the funds for program purposes.
“Poverty guideline”	CSBG, HSP	Means the simplified version of the federal (U.S. Census Bureau) poverty thresholds released annually by HHS to determine financial eligibility for the program.

“Qualified household” or “eligible household”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means any household that meets the qualifications to receive weatherization services.
“Real Property”	All Programs	Means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.
“REM/Design”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a computerized residential modeling tool used for the purposes of determining the savings to investment ratio of a project or measure.
“Reimbursement”	All Programs	Means the subgrantee’s request for reimbursement of allowable expenses incurred and costs to carry out the delivery of the grant programs and services.
“Savings to investment ratio (SIR)”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means a comparison of the annual savings to the initial investment in a measure. An SIR of 1.0 indicates that a measure will pay for itself in energy savings over the life of the measure.
“Self-sufficiency”	CSBG, EHA, HTBA	Means meeting basic needs and achieving stability in areas including, but not limited to, housing, household income, nutrition, health care and accessing needed services.
“Subgrantee” or “sub-grantee agency” or “agency”	All Programs	Means is a qualified entity, which has demonstrated its capacity and desire to utilize Community Services program funds to administer Community Services programs in accordance with the terms and conditions of this Agreement, including applicable federal statutes and regulations, applicable State statutes, applicable OHCS and other administrative rules, manuals, and orders, as well as applicable local codes, ordinances (all of the foregoing, including as amended from time to time).
“Subaward”	All Programs	Means an award of financial assistance made under an award by the Subgrantee to an eligible subrecipient or by a subrecipient to a lower tier subrecipient.
“Subrecipient”	All Programs	Means a qualified entity that enters into a written agreement with the subgrantee, satisfactory to OHCS, to provide program services to qualified participants.
“TANF”	HSP	Means Temporary Assistance to Needy Families” grant as delivered by DHS.
“Very-low income”	EHA, ERA, HTBA, ESG-CV	Means an annual household income that is at or less than 50% of the area median income based on HUD determined guidelines adjusted for family size.
“Veteran”	EHA, C19-RENTAL RELIEF (CARES ACT)	Means a person who served in the U.S. Armed Forces and was discharged under honorable conditions or is receiving a non-service-connected pension from the U.S. Department of Veterans Affairs as further defined in ORS 408.225 and the program manual.
“Weatherization services”	BPA WAP, DOE WAP, ECHO, WAP, LIHEAP WX	Means conservation measures meant to reduce heating and cooling loads. These measures may include both air infiltration reduction and thermal

		improvements such as wall, attic, and floor insulation.
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MASTER GRANT AGREEMENT 2021-2023

EXHIBIT B

STANDARD TERMS AND CONDITIONS

I. Disbursement of Grant Funds; Allowable Costs.

1.1 Disbursement

1.1.1 Funding Availability. Subject to the availability of sufficient monies in and from the Program funding source based on OHCS' reasonable projections of monies accruing to the Program funding source, OHCS will disburse Grant Funds to Subgrantee for the allowable Program work described in the approved Implementation Report that is undertaken during the Performance Period.

1.1.2 Implementation Report. OHCS' disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to OHCS and OHCS' review and acceptance of Subgrantee's plan to execute the Program work in accordance with the applicable Program Elements (the "Implementation Report"). At OHCS's sole discretion, OHCS may disburse Grant Funds prior to the submission and approval of an Implementation Report.

1.1.3 Notices of Allocation (NOAs). Upon its acceptance of Subgrantee's Implementation Report, OHCS will issue through OPUS one or more Notices of Allocation (NOAs) to Subgrantee to indicate the approval of the Implementation Report. Subgrantee is subject to, and will comply with, all such NOA terms and conditions including this Agreement and the applicable Program Elements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Program work funded by the NOA. OHCS reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. OHCS' modification or termination of a NOA does not terminate OHCS' remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement.

1.1.4 Federal Funding Terms. Grant Funds that are derived from federal sources are subject to the terms under which they are received. Subject to the availability of Program funds, OHCS having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, OHCS will make the Grant Funds to Subgrantee up to the maximum principal amount stated in Section 3 (Consideration) of the Agreement, to perform under this Agreement. OHCS will provide Grant Funds to Subgrantee only upon approved reimbursement requests for allowable costs incurred or if allowed by OHCS to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including applicable Program Elements.

1.1.5 Backup Documentation; Substantiation.

1.1.5.1 Subgrantee must provide to OHCS any information or detail regarding the expenditure of Grant Funds required under the Implementation Report and applicable Program Elements prior to disbursement or as OHCS may request.

1.1.5.2 Subgrantee's request for Grant Funds must be supported by documentation satisfactory to OHCS, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. OHCS may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

1.1.5.3 Approval by OHCS. OHCS will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by the Implementation Report or applicable Program Elements, are approved by OHCS. If OHCS determines any completed Program work is not acceptable and any deficiencies are the responsibility of Subgrantee, OHCS will prepare a detailed written description of the deficiencies within fifteen (15) days of receipt of the materials or performance of the activity and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to OHCS within fifteen (15) days. Subgrantee may resubmit a request for disbursement that includes evidence satisfactory to OHCS demonstrating deficiencies were corrected.

1.2 Conditions Precedent to Disbursement. OHCS' obligation to disburse Grant Funds to Subgrantee under this Agreement is subject to satisfaction of each of the following conditions precedent:

1.2.1 OHCS has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow OHCS, in the exercise of its reasonable administrative discretion, to make the disbursement from the Program funding source;

1.2.2 No default as described in Section 12 of this Exhibit B has occurred; and

1.2.3 Subgrantee's representations and warranties set forth in Section 7 of this Exhibit B are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

1.3 Advances and Reimbursement of Grant Funds.

1.3.1 Generally. Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by OHCS. Further, in accordance with U.S. Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Program work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.

1.3.2 Advance of Funds (Projected). Subgrantee may request to be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Subgrantee for allowable grant direct costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at OHCS' sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Program work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Elements.

1.3.3 Reimbursement of Funds. When the Subgrantee requests payment by reimbursement, reimbursement is the preferred method when the requirements in Section 1.4.2 of this Exhibit B above cannot be met. OHCS will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to OHCS' satisfaction in its sole discretion), unless OHCS reasonably believes the request to be improper.

1.4 Disallowance of Costs.

1.4.1 OHCS is not responsible nor will it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by OHCS, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of OHCS, its employees, officers, or agents. If a cost is disallowed by OHCS after reimbursement has occurred, Subgrantee shall repay all disallowed costs to OHCS upon written notice within the time frame specified by OHCS, which in no event shall exceed thirty (30) days.

1.4.2 If Subgrantee is a county, such disallowed costs may be recovered by OHCS only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.4.3 If Subgrantee is other than a county, OHCS may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise but consistent with the applicable Program Elements and specifically requirements set forth by the federal government.

1.4.4 Subgrantee will, and will cause its subrecipients to, cooperate with OHCS and all appropriate investigative agencies will assist in recovering invalid payments.

1.5 Unallowable Costs and Lobbying Activities. Subgrantee will review and comply with the applicable Program Elements and adhere to provisions on allowable costs and expenditures. Subgrantee will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR

Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs of the Grant Funds as described in the Implementation Report, applicable Program Elements, or elsewhere in this Agreement, such funds are subject to recapture and OHCS may exercise any and all remedies under this Agreement to otherwise available at law.

1.6 No Duplicate Payments. Subgrantee may use other funds in addition to the Grant Funds to complete the Program work; provided, however, the Subgrantee may not credit or pay any Grant Funds for Program work costs that are paid for with other funds and would result in duplicate funding. Subgrantee is provided thirty (30) days to return the duplicative payments. After thirty (30) days, if a duplicate payment has not been returned or applied to a cost not already covered by Program funding, reimbursement of the duplicate payment must be made to OHCS and shall include the entire amount of duplicate payment funds received regardless of OHCS reimbursement amounts.

1.7 Suspension of Funding and Project. OHCS may by written notice to Subgrantee, temporarily cease funding and require Subgrantee to stop all, or any part, of the Program work for a period of up to 180 days after the date of the notice, if OHCS has or reasonably projects that it will have insufficient funds from the Program funding source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Program work, or if that is impossible, must take all necessary steps to minimize the Program work.

If OHCS subsequently projects that it will have sufficient funds, OHCS will notify Subgrantee that it may resume activities. If sufficient funds do not become available, Subgrantee and OHCS will work together to amend this Agreement and any applicable NOAs to revise the amount of Grant Funds and Program work to reflect the available funds. If sufficient funding does not become available or an amendment is not agreed to within a period of 180 days after issuance of the notice, OHCS will either (i) cancel or modify its cessation order by a supplemental written notice, or (ii) terminate this Agreement as permitted by either the termination at OHCS' discretion or for cause provisions of this Agreement.

2. Nonexclusive Remedies Related to Funding.

2.1 Spending Down and Reallocation Policy. All Grant Funds with the exception of administrative allocations, will be spent proportionally to the expenditure period at the rate prescribed below (as tracked through the OPUS "Award Summary" report).

2.1.1 Minimum Spending Targets:

- At 25% through expenditure period, at least 10% of the funding must be spent
- At 50% through expenditure period, at least 25% of the funding must be spent
- At 75% through expenditure period, at least 65% of the funding must be spent
- At 90% through expenditure period, at least 90% of the funding must be spent

Any spending below these targets will be evaluated against the Subgrantee's time-bound expenditure plan (which outlines the Subgrantee's flexible spend rate) as approved by and on file with OHCS. Any spending below these stated rates is subject to rescission of Grant Funds. Any amount of funding greater than 10% of a funding source's total allocation or a combined total of \$100,000 that is subject to rescission will trigger Community Action Agency (CAA) Board Notification.

2.2 OHCS and Subgrantee Collaboration to Cure. When spending is below the thresholds described above, and prior to funding rescission, OHCS and Subgrantee agree to collaborate to find solutions that resolve the issues, provided it is within OHCS' control (in its sole discretion) to adjust to meet Subgrantee's needs and does not conflict with federal law. OHCS will allow proposals from subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have 30 days to modify Implementation Reports and update the flexible spend rate in the time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved.

2.3 Subgrantee Board and Housing Stability Council Notification Protocols.

2.3.1 Board Notification. OHCS will notify Subgrantee's Board Chair and Subgrantee's Executive Director about the potential funding rescission. This notice will occur after modified Implementation Reports have been approved and only if the updated spending targets remain unmet. A final time-bound expenditure plan must be submitted to OHCS with a final Implementation Report by the Subgrantee's Executive Director within thirty (30) days of OHCS's notice to Subgrantee's board.

2.3.2 Housing Stability Council Notification. If all efforts to retain funding in Subgrantee's intended community fail, a report to the Housing Stability Council will be generated which outlines the facts and circumstances associated with the funding rescission.

2.4 Withholding, Retention, and Redistribution of Grant Funds.

2.4.1 Withholding. OHCS may withhold any and all undisbursed Grant Funds from Subgrantee if OHCS determines, in its sole discretion, that Subgrantee has failed to timely satisfy any material obligation arising under this Agreement, including but not limited to compliance with the applicable Program Elements, providing complete, accurate and timely reports in a form satisfactory to OHCS, or if OHCS determines that the rate or scale of request for Grant Funds in any expenditure category materially deviates from an applicable NOA or is unsubstantiated by related documentation.

2.4.2 Retention or Redistribution of Grant Funds.

2.4.2.1 Due to Non-Timely Use. If Grant Funds are not obligated for reimbursement by Subgrantee in a timely manner as determined by OHCS at its sole discretion, OHCS may in its sole discretion, reduce Subgrantee's Grant Funds and redistribute Grant Funds to other subgrantees or retain such funds for other OHCS use, within applicable state and federal law. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA(s). This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.2.2 Due to Substantial Difference. If the rate of request for any expenditure or cost category is substantially different (as determined by OHCS in its sole discretion) that in OHCS-approved budget submissions, including applicable NOAs, OHCS has sole discretion to reduce and redistribute or retain any and all funds otherwise available to Subgrantee under this Agreement. OHCS may implement adjustments pursuant to this subsection by modifying the applicable NOA. This remedy is in addition to any other remedies available to OHCS under this Agreement.

2.4.3 Repayment of Excess Disbursed Funds.

2.4.3.1 Due to Modified NOA. If Grant Funds previously disbursed by OHCS to Subgrantee exceed a relevant modified NOA amount and remain unexpended by Subgrantee, Subgrantee shall not expend any such excess Grant Funds. Subgrantee, instead shall return any remaining unexpended Grant Funds in excess of the modified NOA to OHCS within thirty (30) calendar days of the modified NOA unless another use of such funds is authorized in writing by OHCS. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.3.2 Due to Overpayment. If OHCS makes overpayment of Grant Funds to Subgrantee in response to one or more funds requests, whether or not the underlying request(s) were inaccurate, Subgrantee shall repay such overpayment within thirty (30) calendar days of its discovery by Subgrantee or upon notice by OHCS, unless OHCS in writing designates an earlier time for repayment or authorizes another use by Subgrantee of such overpayment. This remedy is in addition to any other remedies available to OHCS under this Agreement or otherwise.

2.4.3.3 Return of Unexpended Funds. Within thirty (30) days following the end of the Performance Period or Termination of this Agreement, Subgrantee must return to OHCS all unexpended Grant Funds, unless required earlier in accordance with the applicable Program Elements.

3. Rollover Funds From a Prior Grant Agreement.

3.1 Subject to funding restrictions, Subgrantee may request in writing that financial assistance allocated, but not expended under a prior Master Grant Agreement, be allocated under this Agreement as an award of "rollover" grant funds.

3.2 Subject to funding restrictions, OHCS may, at its sole and absolute discretion, approve any award of rollover grant funds. Any rollover grant funds shall be subject to all terms and conditions of this Agreement and shall be subject to such terms and conditions of the prior Master Grant Agreement as OHCS may specify in its rollover approval.

Any request for an award of rollover grant funds by Subgrantee must be made in form and content satisfactory to OHCS.

4. Online Systems.

4.1 Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by OHCS), ServicePoint, Allita HSM, or other OHCS-approved system (the "Sites") at the

time of client intake for all Federal, State, and private grant programs awarded by OHCS through this Agreement. OHCS will enter allocations to Subgrantee on a program by program expenditure category basis unless it determines otherwise. Exceptions are only allowed with prior written approval by OHCS.

4.2 Sites' Terms and Conditions. As a condition of the use of the Sites, Subgrantee and its subrecipients ("User") agrees to all OHCS terms and conditions contained in this Agreement, notices on the Sites, or as otherwise directed by OHCS. User agrees not to use the Sites for any unlawful purpose. OHCS reserves the right, at its discretion, to update or revise the Sites' terms of use. Continued use of the Sites constitutes acceptance of the Sites' terms and conditions.

4.3 Local Data Collection. Use of the Sites for additional reported "local" program data is at the entity's own risk. OHCS will not modify or otherwise create any screen, report or tool in the Sites to meet needs related to this local data.

4.4 Data Rights. Subgrantee hereby grants and will require and cause any subrecipient to grant OHCS the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by OHCS directly or indirectly resulting from this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use Client Release forms and Privacy Policy forms (samples provided by OHCS) in connection with obtaining and transmitting client data.

4.5 Disclaimer of Warranties. Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the "Content") are provided "as is" and "as available" for use. The Content is provided without warranties of any kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. OHCS does not warrant that: (1) the content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. Use of the Sites is solely at the User's risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and OHCS.

4.6 Limitation of Liability. Subgrantee agrees that under no circumstances will OHCS be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if OHCS has been informed of the possibility of such damage.

4.7 Indemnification. Subject to applicable law, Subgrantee agrees, and shall require its subrecipients to agree, to defend, indemnify (consistent with ORS Chapter 180), and hold harmless OHCS and its employees, contractors, officers, and directors from all liabilities, claims, and expenses, including but not limited to attorney fees, that arise from use or misuse of the Sites. OHCS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Subgrantee, in which event Subgrantee will cooperate with OHCS in asserting any available defenses.

5. Fixed Assets. If applicable, Subgrantee shall, and shall cause its subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Code of Federal Regulations, 2 CFR Subtitle B with guidance at 2 CFR Part 200, and specific requirements of the source of funds. These regulations shall apply to all equipment purchased with OHCS funding, regardless of source of funds. The following practices are in addition to those otherwise required:

5.1 High Risk Items. Fixed assets with a value greater than \$5,000 will include computer equipment, electronic equipment, photography equipment, hand tools and other items.

5.2 Equipment. The title to all equipment as defined in 2 CFR Part 200, purchased in whole or in part with funds provided under this Agreement, shall rest with the Subgrantee. Property and equipment purchased with OHCS grant funds shall not be used for collateral or to secure financing.

5.3 Insurance. Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor

Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee with OHCS named as an additional insured party in all such motor vehicles and or equipment. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section.

5.4 Loaned Equipment / Property Disposition. All fixed assets owned by OHCS and loaned to Subgrantee under a standard agreement will remain the property of OHCS, regardless of their value. The disposition of all loaned equipment shall be readily available.

5.5 Disposal Requiring Prior Approval. When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$5,000, Subgrantee shall submit a written notification to the appropriate OHCS Program coordinator with a copy to the OHCS Financial Compliance Monitor. If OHCS consents, OHCS will provide instructions regarding the method of disposition. OHCS reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards of equipment of OHCS from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

5.5.1 Items of equipment with a current per-unit, fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of upon written notification to the appropriate OHCS Program coordinator with a copy to OHCS Financial Compliance Monitor with no further obligation. The OHCS Program coordinator shall be notified of all title transfers, sales, and other methods of disposition. OHCS may review disposition records upon notification of Subgrantee.

6. Compliance and Monitoring.

6.1 Compliance.

6.1.1 Subgrantee will comply and will require and cause (including by contract) all subrecipients, vendors, contractors, and assigns to comply with this Agreement, including applicable Program Requirements.

6.1.2 Without limiting the generality of the foregoing, Subgrantee will comply and will require and cause its subrecipients, vendors, contractors, agents, and assigns to comply with all federal requirements, including but not limited to the Federal Funding Accounting and Transparency Act (FFATA) of 2006 (P.L. 109-282), provisions of which include, but are not limited to, a requirement for Subgrantees, subrecipients, and vendors to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the SAMs (System for Awards Management) database.

6.1.3 Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders 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, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state 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 the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

6.2 OHCS to Monitor Subgrantee.

6.2.1 OHCS, including its authorized representatives and authorized third parties, may monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and vendors as it deems necessary or appropriate for, among other things, to ensure: (1) Subgrantee and its subrecipients comply with the terms of this Agreement, including but not limited to the Program Requirements, and that Grant Funds are used properly for authorized purposes hereunder; and (2) that performance goals are achieved as specified in this Agreement, including without limitation in the Community Plan, NOAs, and the Program Requirements, and that performance is to the satisfaction of OHCS.

6.2.2 OHCS' monitoring activities may include any action deemed necessary or appropriate by OHCS including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee,

subrecipient, and Vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.

6.2.3 OHCS monitoring and enforcement activities may be conducted in-person, by telephone, and by other means deemed appropriate by OHCS. Monitoring will be done through contractors, agents, or other authorized representatives.

6.2.4 OHCS may, in its sole and absolute discretion, request assistance in monitoring from outside parties, including but not limited to the Oregon Secretary of State, the Oregon Attorney General, the federal government, and law enforcement agencies.

6.2.5 OHCS may require Subgrantee to perform some level of random audit of Program applications.

6.2.6 OHCS may release Subgrantee monitoring reports, agency audits, and any other compliance information to the Community Action Partnership of Oregon.

6.3 Subgrantee to Fully Cooperate. Subgrantee agrees to fully and timely cooperate with OHCS in performance of any and all monitoring and enforcement activities, including causing its subrecipients, vendors, and contractors to also cooperate by agreement. Failure by Subgrantee or any of its subrecipients or vendors to comply with this requirement is sufficient cause for OHCS to require special conditions, take such other action (including the exercise of available remedies) as it deems appropriate, and may be deemed by OHCS as a material failure by the Subgrantee to perform its obligations under this Agreement.

6.4 Subgrantee to Monitor Its Subrecipients.

6.4.1 At least once during the term of this Agreement and as otherwise directed by OHCS, Subgrantee will monitor the activities and expenditures of its subrecipients as is reasonable to ensure: (1) compliance with this Agreement, including the Program Requirements; and (2) achievement of this Agreement's performance goals, in OHCS' sole discretion.

6.4.2 Subgrantee's monitoring of its subrecipients must include: (1) and evaluation of each subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of any applicable subaward for purposes of determining the appropriate level and type of subrecipient monitoring; (2) a review of financial and performance reports; and (3) follow-up on all deficiencies pertaining to any involved federal funding in accordance with 2 CFR 200.331 and other applicable federal regulations, as updated from time to time.

6.5 OHCS Findings and Reports.

6.5.1 Monitoring Visits; Reports. During the term of this Agreement, OHCS may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. OHCS generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) days after an inspection, OHCS may provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.

6.5.2 Ongoing Monitoring. OHCS may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve finding and other required corrective action actions within reasonable timeframe provided by OHCS.

7. Representations and Warranties.

7.1 Organization / Authority. Subgrantee represents and warrants that:

7.1.1 Subgrantee is duly organized and validly existing in the State of Oregon;

7.1.2 Subgrantee has all necessary rights, powers and authority under organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement; and (iii) receive financing, including the Grant Funds, for the Program work;

7.1.3 This Agreement has been duly executed by Subgrantee and when executed by OHCS, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;

7.1.4 If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
7.1.5 There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Program work or the ability of Subgrantee to carry out the Program work.

7.2 False Claims Act. Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subgrantee that pertains to this Agreement or to the Program work. Subgrantee 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. Subgrantee further acknowledges in addition to the remedies available to OHCS 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 Subgrantee.

7.3 No Limitation. The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

8. Confidentiality.

8.1 Subgrantee must protect and must require and cause its subrecipients and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither Subgrantee nor its subrecipients or vendors may release or disclose any such information except as necessary for the administration of the program funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. Subgrantee, its subrecipients and its vendors must appropriately secure all records and files to prevent access by unauthorized persons.

8.2 Subgrantee must ensure and must require and cause its subrecipients and vendors to ensure that all its officers, employees, and agents are aware of and comply with this confidentiality requirement.

9. Insurance Requirements. Subgrantee will provide all necessary General Liability and Automotive insurance required by Oregon Law and satisfactory to OHCS to perform services under this Grant Agreement, and provide proof of coverage upon request by OHCS. In no event shall General Liability insurance coverage be less than \$500,000.00. In no event shall Automotive insurance coverage be less than \$500,000.00.

All employers, including Subgrantee, that employ subject workers as defined in ORS 656.027, will comply with ORS 656.017 and will provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Subgrantee will obtain employers' liability insurance coverage limits of not less than \$500,000.00. Subgrantee will require and ensure that each of its subcontractors complies with these requirements.

10. Subgrantee Status and Certifications.

10.1 Subgrantee shall perform all work under this Agreement as an independent contractor. Subgrantee is not an officer, employee or agent of OHCS or the State, as those entities are respectively defined in ORS chapter 456 and in ORS 30.265, with respect to work performed under this Agreement.

10.2 Subgrantee agrees that insurance coverage, whether purchased or by self-insurance, for Subgrantee's agents, employees, officers and/or subcontractors is the sole responsibility of Subgrantee.

10.3 Subgrantee certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

10.4 Subgrantee certifies that it has established or before starting the Program work will establish a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

10.5 Subgrantee certifies to the best of its knowledge and belief that neither the Subgrantee nor any of its principals, officers, directors, or employees:

10.5.1 Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from

covered transactions by any federal department or OHCS;

10.5.2 Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it 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 related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

10.5.3 Is 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 subsection 10.5.2 of this Exhibit B above;

10.5.4 Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default; and

10.5.5 Is included on the list titled “**Specially Designated Nationals and Blocked Persons**” 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>

11. Governing Law; Jurisdiction. This Agreement is 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 OHCS or any other agency or department of the State of Oregon, or both, and Subgrantee that arises from or related to this Agreement must 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 will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may 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, to or from any Claim or from the jurisdiction of any court. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

12. Default.

12.1 Subgrantee. Subgrantee will be in default under this Agreement upon the occurrence of any of the following events:

12.1.1 Subgrantee fails to use the Grant Funds for the intended purpose described in applicable Program Elements or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;

12.1.2 Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any OHCS directive or term of a corrective action plan;

12.1.3 Any representation, warranty, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by OHCS to measure the Program work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made; or

12.1.4 A petition, proceeding or case is filed by or against Subgrantee under any federal or state bankruptcy, insolvency, receivership, or other law relating to reorganization, liquidation, dissolution, winding-up, or adjustment of debts; in the case of a petition filed against Subgrantee, Subgrantee acquiesces to such petition or such petition is not dismissed within twenty (20) calendar days after such filing, or such dismissal is not final or is subject to appeal; or Subgrantee becomes insolvent or admits its inability to pay its debts as they become due, or Subgrantee makes an assignment for the benefit of its creditors.

12.2 OHCS. OHCS will be in default under this Agreement if, after fifteen (15) days written notice specifying the nature of the default, OHCS fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however OHCS will not be in default if OHCS fails to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from, the funding source.

13. Remedies.

13.1 OHCS Remedies.

13.1.1 In the event Subgrantee is in default under Section 12.1 of this Exhibit B, OHCS may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 14.2 of this Exhibit B; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Program work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping

payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, in OHCS' sole discretion; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from OHCS; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior, and (x) investigation, audit, and/or sanction by other governmental bodies.

13.1.2 Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.

13.1.3 No Waiver. No failure or delay by OHCS to enforce any provision of this Agreement will constitute a waiver by OHCS of that or any other provision, nor will any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

13.1.4 Survival. Remedies provided under this Agreement or otherwise will survive termination of this Agreement.

13.2 Subgrantee Remedies. In the event OHCS is in default under Section 12.2 of this Exhibit B and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Program work completed and accepted by OHCS and authorized expenses incurred, less any claims OHCS has against Subgrantee. In no event will OHCS be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

14. Termination.

14.1 Mutual. This Agreement may be terminated at any time by mutual written consent of the Parties.

14.2 By OHCS. OHCS may terminate this Agreement as follows:

14.2.1 At OHCS' discretion, upon thirty (30) days advance written notice to Subgrantee;

14.2.2 Immediately upon written notice to Subgrantee, if OHCS fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in OHCS' reasonable and administrative discretion, to perform its obligations under this Agreement;

14.2.3 Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that OHCS' performance under this Agreement is prohibited or OHCS is prohibited from funding the Agreement from the funding source; or

14.2.4 Immediately upon written notice to Subgrantee, if Subgrantee is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

14.3 By Subgrantee. Subgrantee may terminate this Agreement as follows:

14.3.1 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if Subgrantee fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to perform its obligations under this Agreement.

14.3.2 If Subgrantee is a governmental entity, immediately upon written notice to OHCS, if applicable laws, rules, regulations or guidelines are modified or interpreted in such a way that the Program work is prohibited by law or Agreement is prohibited from paying for the Program work from the Grant Funds or other planned funding; or

14.3.3 Immediately upon written notice to OHCS, if OHCS is in default under this Agreement and such default remains uncured fifteen (15) days after written notice thereof to OHCS.

14.4 Cease Activities. Upon receiving a notice of termination of this Agreement, Subgrantee must immediately cease all activities under this Agreement, unless OHCS expressly directs otherwise in such notice. Upon termination, Subgrantee must deliver to OHCS all materials or other property that are or would be required to be provided to OHCS under this Agreement or that are needed to complete the Program work that would have been performed by Subgrantee.

15. Miscellaneous.

15.1 Conflict of Interest.

15.1.1 Generally. By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement

and the Program work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

15.1.2 Conflict of Interest Policy and Reporting. A conflict of interest exists if, among other things, a decision or recommendation could affect the finances of the public official or the finances of a relative. If a conflict of interest exists, the public official must always give notice of the conflict, and in some situations the public official is restricted in their ability to participate in the matter that presents the conflict of interest. Subgrantee will timely report to OHCS any perceived or actual conflict of interest. Subgrantee certifies it has established a conflict of interest policy that outlines the process for disclosing in writing any potential conflict of interest and such policy must be provided to OHCS upon OHCS' request, or as otherwise requested during a Subgrantee audit.

15.2 Nonappropriation. OHCS' obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon OHCS receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHCS, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of OHCS.

15.3 Amendments.

15.3.1 OHCS reserves the right to add or amend Implementation Reports and NOAs. Otherwise, the Parties may not waive, supplement, or amend the terms of this Agreement, in any manner whatsoever, except by written amendment signed by the Parties and for which all necessary OHCS approvals have been obtained.

15.3.2 Subgrantee's proposed changes to or additions of a Implementation Report must be submitted to OHCS in writing and require the prior written approval of OHCS before Subgrantee may commence a change.

15.3.3 All federal terms and conditions included in this Agreement at time of original Agreement execution may be amended from time to time by the federal grantor or regulator of funds.

15.4 Notices. Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

15.5 Required Notifications to OHCS. In addition to the requirements provided elsewhere in this Agreement, Subgrantee will immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.

15.6 Survival. All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 2, 4.6, 4.7, 11, 13, 15.6, 15.7 and 15.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

15.7 Headings. The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope intent of any provisions of this Agreement.

15.8 Severability. The Parties agree 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 will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.9 Execution in Counterparts. This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

15.10 Indemnity. Subject to applicable law, Subgrantee will and will require by contract that its subrecipients will,

defend, save, hold harmless, and indemnify (consistent with ORS Chapter 180) the State of Oregon and OHCS and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or, relating to the activities of Subgrantee or its officers, employees, subrecipients, subcontractors, or agents under this Agreement.

15.11 Attorney Fees. In the event a lawsuit of any kind is instituted on behalf of OHCS or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees will not exceed the rate charged to OHCS by its attorneys.

15.12 Compliance with Law. In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While OHCS will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.

15.13 No Third-Party Beneficiaries. OHCS and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

15.14 Assignment and Successors. Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of OHCS and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. OHCS' consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

15.15 Contracts and Subgrants. Subgrantee may not, without OHCS' prior written consent, enter into any contracts or subgrants for any of the Program work. OHCS' consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.

15.16 Time of the Essence. Time is of the essence in the performance of this Agreement.

15.17 No Limitations on Actions of OHCS in Exercise of Its Governmental Powers. Nothing in this Agreement is intended, nor will it be construed, to in any way limit the actions of OHCS in the exercise of its governmental powers. It is the express intention of the Parties that OHCS will retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transaction contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event will OHCS have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

15.18 Records Maintenance and Access. Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees OHCS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by OHCS of the subrecipients' books and records related to this Agreement.

15.9 Audits.

15.19.1 OHCS Required Audits. As required by OHCS, Subgrantee will and will cause its subrecipients to, submit to OHCS financial and compliance audits satisfactory to OHCS for such periods and programs covered by this Agreement.

15.19.2 Federal Audits. If Subgrantee expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subgrantee will have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200 and applicable federal regulations.

15.20 Headings. The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

15.21 Agreement Documents. This Agreement consists of the following documents, which are incorporated by this reference and listed in descending order of precedence:

- This Agreement less all Exhibits
- Exhibit D Federal Assurances
- Exhibit B Terms and Conditions
- Exhibit C Special Provisions
- Exhibit F Program Elements
- Exhibit A Definitions
- Exhibit E Historic Preservation

15.22 Merger. This Agreement, all Exhibits, and all incorporated documents, 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.

15.23 Waiver. No waiver or consent under this Agreement binds either Party unless writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

15.24 Diversity, Equity, and Inclusion. OHCS and Subgrantee commit to intentional, data driven approach to reduce disparities in housing and social service provisions. OHCS commits to creating a system to analyze OHCS funded programs and remove identified barriers to accessing opportunities within those programs.

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MASTER GRANT AGREEMENT 2021-23

EXHIBIT C

SPECIAL PROVISIONS

1. Procurement.

Except as specifically provided in this Agreement, OHCS does not waive or herein provide a waiver of any regulations, requirements and/or procedures applicable to use of grant funds. For example, 2 CFR Subtitle B with guidance at 2 CFR Part 200 requires, among other things, Subgrantee's procurement procedures to mandate that all procurement transactions be conducted, as practical, to provide open and free competition. If a proposal identifies a specific entity to provide the services, the OHCS award does not provide the justification or basis to sole-source the procurement.

Subgrantee shall develop and maintain policies and procedures for procuring, by purchase, rental/lease or otherwise, any equipment, supplies, or other goods and services. Subgrantee must ensure that policies reflect guidance at 2 CFR, Part 200 and related regulations, as well as any applicable federal regulations with respect to The Grants Management Common Rule for procurement of all goods or services.

If allowable under this Agreement, with respect to applicable Program Element for which funds will be expended and approved or pre-approved as necessary or required by OHCS:

a. Contracts for Goods and Services.

1. Subgrantee may contract for services purchased in whole or in part with funds provided under this Agreement. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field where required. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law.
http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login.
2. In addition, purchases of Fixed Assets must adhere to requirements set forth in 2 CFR Part 200, Subpart D. When Subgrantee purchases any motor vehicle, or any equipment or other property costing more than \$5,000 per unit with funds provided in whole or in part under this Agreement, Subgrantee shall:
 - a. Provide written request to OHCS Program Coordinator prior to the purchase and receive required pre-approval from OHCS specific to the amount and source of funds that will be expended.
 - b. Comply with Exhibit B, Section 5, Fixed Assets.

b. Construction Contracts.

1. Subgrantee shall comply with, and OHCS' performance hereunder is conditioned upon Subgrantee's compliance with, the terms of this Agreement, including without limitation the provisions of Oregon Revised Statute Chapters 279B and 279C, as amended from time to time.
2. All Construction Contractors must be currently licensed and bonded through the State of Oregon Construction Contractors Board, <https://www.oregon.gov/ceb/Pages/index.aspx>

2. Wage Determinations.

Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where DBRA prevailing wage requirements must be paid, the requirements set out in the DOL regulations at 29 CFR Parts 1, 3, and 5 as applicable. In accordance with 29 CFR Part 1, federal agencies directly contracting for weatherization projects or providing assistance under the ARRA to other entities for such projects must include the standard DBRA contract clauses found in 29 CFR 5.5(a) in their bid solicitations, assistance agreements, and the resulting

contracts and grants, and must require that those requirements flow down to any contracts or subcontracts for the performance of the work. See also Exhibit E, Davis-Bacon and Related Acts Provisions and Procedures; www.wcol.gov; and 29 CFR 5.5 - Contract provisions and related matters. Subgrantee shall, and shall cause and require its Subrecipients, contractors, and subcontracts, to fully comply with, on projects where Oregon's prevailing wage rate law, ORS 279C.800 to 279C.870 (PWRL) requirements must be paid, the requirements established therein and as established by the Bureau of Labor and Industry (BOLI), which administers the PWRL.

3. Emerging Small, Minority, Women-Owned Business Objectives.

It is an important business objective of OHCS to promote the economic enhancement of small businesses (SBE), minority businesses (MBE), and women-owned businesses (WBE). Subgrantee shall have a policy that incorporates federal requirements under 2 CFR Part 200.321, including processes for placing qualified small and minority businesses and women's business enterprises on solicitation lists and dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

Subgrantee may use the COBID Certification Management System to assist in soliciting quotes or invite bids from MWESBs. <https://oregon4biz.diversitysoftware.com/>

4. Subrecipient Agreements (Subawards).

Subgrantee shall not enter into any agreement or renewal with Subrecipients without prior written approval of OHCS Program Coordinator(s) as outlined in Exhibit B, Section 15.15. OHCS' approval of any subrecipient shall not relieve Subgrantee of any of its duties or obligations under this Agreement.

Subgrantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between OHCS and Subgrantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to OHCS. OHCS reserves the right to request that any subrecipient agreement be submitted for review and approval by OHCS within ten (10) business days from the date of written request.

Subgrantee shall require and cause that all of its subrecipient agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subgrantee by OHCS and that OHCS shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subgrantee shall have a written agreement with each subrecipient that is consistent with this Agreement, including without limitation, relevant Exhibits and Implementation Reports that identify:

- a. The services or benefits that the Subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the Subrecipient's accounting and record keeping systems, and local laws imposed by Subgrantee).
- c. The Subgrantee's and OHCS' monitoring rights and responsibilities and the methods used by Subgrantee for monitoring.
- d. A provision to certify that the Subrecipient is an independent contractor and not an agent of OHCS or of Subgrantee.

5. Subgrant or Contractual Determination.

A Subrecipient is a state government, local government, or nonprofit organization that expends subawarded funds received by Subgrantee from OHCS under this Agreement to carry out a program. Subgrantee must determine whether relevant payments made or to be made by it in furtherance of this Agreement constitute an award under a subgrant received by a Subrecipient or a payment for goods and services under a procurement contract received by a contractor. Determination must be made using the criteria set forth in 2 CFR Part 200.331.

a. Use of Judgment in Making Determination.

There may be unusual circumstances or exceptions to the listed characteristics. In making the determination of whether a subgrant or contractual relationship exists, the substance of the relationship is more important than the form of the agreement. It is not expected that all of the characteristics will be uniformly present. Accordingly, prudent judgment shall be exercised by Subgrantee and should be used in determining whether an entity with which it contracts to accomplish its performance under this Agreement is a Subrecipient or vendor.

b. Applicability to For-profit Subrecipients.

Subgrantee (as the pass-through entity) shall establish reasonable requirements, as necessary, to ensure compliance by for-profit subrecipients. Consequently, Subgrantee should describe in any agreements with for-profit subrecipients the applicable compliance requirements and the for-profit subrecipient's compliance responsibilities. Methods to ensure compliance for federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the contract and post-award audits.

c. Compliance Responsibility for Contractors.

In most cases, the Subgrantee's or other auditee's compliance responsibility for vendors is only to ensure that the procurement, receipt and payment for goods and services comply with laws, regulations and the provisions of contracts or grant agreements. Program compliance requirements normally do not pass through to contractors. However, the Subgrantee or other auditee shall be responsible for ensuring compliance for contractor transactions that are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these contractor transactions relate to a major program, the scope of the audit shall include determining whether these transactions are in compliance with laws, regulations and the provisions of contracts or grant agreements.

Regardless of whether goods or services are provided by a subrecipient or contractor, Subgrantee is still responsible for ensuring compliance with all grant requirements including but not limited to tracking and reporting requirements by the Agreement.

6. Responsibility for Work.

Subgrantee shall timely perform all Work identified in this Agreement consistent with its terms and conditions, including without limitation, the Work required with respect to the applicable Program Elements, Implementation Reports, and NOA's. OHCS may add additional approved Implementation Reports and NOAs to Exhibit A of this Agreement from time to time with the written approval of Subgrantee.

7. Implementation Report(s) and Budget(s).

Each Implementation Report is unique to the Subgrantee. It must be consistent with and reflect the purposes of the related Program Elements and the methods proposed by the Subgrantee and its subrecipients, in detail acceptable to OHCS, to administer and/or deliver the Work associated with the requirements of the applicable Program Elements. Implementation Report Budgets must reflect the manner, in detail acceptable to OHCS that related grant funds will be employed to accomplish the corresponding Work and are subject to corresponding NOAs.

Subgrantee must request and receive prior written approval from OHCS for amendments to or deviations from its approved Implementation Reports. OHCS may give or withhold such approval at its sole discretion. OHCS may allow the combining of applicable Implementation Reports at its sole discretion.

Subgrantee shall perform all Work in accordance with the terms and conditions of this Agreement, including but not limited to applicable Program Elements, Implementation Reports, and NOAs, in a manner satisfactory to OHCS.

8. Maintenance of Programmatic Capacity and Non-Compliance.

Subgrantee shall provide for and maintain the capacity for administration and performance of all Work required under this Agreement so as to result in a timely usage of grant funds.

OHCS remedies for Subgrantee non-compliance with any Work or other Agreement requirements (including all applicable Program Requirements), including for untimely usage of grant funds, may include, among other things, the withholding of requested grant funds or the reduction and redistribution of current or future funding allocations. OHCS may also impose conditions to specific grants received by Subgrantee in the event of reoccurring non-compliance on part of Subgrantee.

9. Financial Integrity.

Subgrantee shall be responsible for financial integrity of accounting records and compliance with the following requirements in addition to those otherwise required under this Agreement:

- a. Subgrantee shall and shall cause its subrecipients (including by contract) to, prepare and maintain accurate financial records documenting all expenditures made from funds provided under this Agreement. These records shall include financial and audit reports for the applicable accounting period for the applicable Program Element, including adjustments to reconcile the accounting records.
- b. Subgrantee shall reimburse expenditures of subrecipients under this Agreement only if they are:
 - 1. Named as a subrecipient receiving grant funds in the OHCS approved Implementation Report.
 - 2. In payment of eligible activities or services performed under this Agreement.
 - 3. In payment of services performed or supplies delivered during the applicable Program Element period;
 - 4. In the aggregate not in excess of 100% of the funds provided to the respective applicable Program Element under this Agreement; and
 - 5. Not for duplicate payment for the same activities or services under both this Agreement and any other contract or agreement with Subrecipients.
- c. Subgrantee shall pay its subrecipients within thirty (30) days of the date of requests for payment.
- d. Subgrantee shall maintain documentation of its monitoring of subrecipients. The documentation shall include, but not be limited to:
 - 1. An agreement that complies with the requirements of this Agreement.
 - 2. Documentation of the non-profit status of the subrecipient; and
 - 3. Copies of all of the Subrecipients audits performed under the requirement of 2 CFR Subtitle B with guidance at 2 CFR, Part 200, as well as applicable supplemental regulations, if the subrecipient is required to have such an audit.
 - 4. Documentation of follow up that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award as detected through audits, on-site reviews, and other means.

5. Documentation of other methods used by Subgrantee for monitoring subrecipient activities.
- e. Subgrantee shall maintain an Accounting System which conforms with the following requirements:
 1. Expenditures shall be segregated by line-item category within the accounting system of Subgrantee or subrecipient, as the case may be, and reported on the required fiscal reports.
 2. Funds received together with any income that is attributable to funds provided thereby shall be identified and segregated for expenditures relating to the Program Elements for which the original funds were provided. Any allocation methodology shall comply with any requirements applicable to that entity or Program Element.
 3. Receipts that offset or reduce expense items allocable to the Federal award as direct or indirect costs must be credited to the federal award either as a cost reduction (reduction of expense) or cash refund, as appropriate.
- f. Subgrantee shall develop and maintain a policy that describes all direct and indirect methods of cost allocation that are applicable to OHCS grants.

OHCS may, in its sole discretion, reduce Subgrantee funding and redistribute such grant funding to other Subgrantees. Adjustments pursuant to this subsection may be implemented by means of the Notices of Allocation (NOA) described in this Agreement. This remedy is in addition to any other remedy allowed OHCS under this Agreement.

10. Programmatic Integrity

Subgrantee shall be responsible for programmatic integrity and compliance with the programmatic intent including but not limited to the following requirements:

Subgrantee shall provide and maintain adequate resources necessary to ensure that all staff, Subgrantee and subrecipient, are adequately trained to perform under this Agreement including, but not limited to the training in processing of eligibility determinations and authorizations or other programmatic and/or grant compliance requirements.

Subgrantee shall comply with programmatic regulations and guidelines as detailed in Exhibit B, Standard Terms and Conditions.

Subgrantee shall have a written procedure for the handling of client appeal of determinations, acceptable to OHCS.

11. Reporting

In addition to specific reporting requirements addressed elsewhere in this Agreement and, including its Exhibits and Attachments, Subgrantee shall and shall cause its subrecipients (including by contract) to:

Submit the required reports so that they are received by OHCS on or before the due dates specified herein this Agreement, as outlined in the applicable Implementation Report or otherwise, as newly required by any provider of funding under this Agreement, or as otherwise required by OHCS. Subgrantee shall require its subrecipients (including by contract) to submit the required reports to Subgrantee in sufficient time to allow Subgrantee to fulfill its reporting obligations to OHCS.

All reports shall be timely, complete, accurate and satisfactory to OHCS as well as in the format required by OHCS. No funding pursuant to an implementation report will be forthcoming until such implementation report has been approved by OHCS. OHCS reserves the right to require modifications to submitted implementation reports. Funding also may be subject to receipt and approval of other reporting under this Agreement.

Reports must agree with the accounting records maintained by Subgrantee and/or its Subrecipients and be certified by the chief executive officer or their designee of the Subgrantee or its subrecipients, as the case may be.

FSRs (Financial Status Reports) are due to OHCS on the 20th of the month following the end of a quarter. All final reports shall be submitted by Subgrantee so as to be received by OHCS on or before the 60th day following the last day of the applicable Program Element period, or the date that all activities funded by this Agreement for that Program Element are completed, whichever is earlier.

If Subgrantee fails to produce or timely submit reports satisfactory to OHCS, OHCS may withhold any or all reimbursement requests of Subgrantee under this Agreement or any other contract or agreement in effect between OHCS and Subgrantee except as expressly limited by law. OHCS also may reduce, suspend, terminate and/or redistribute any or all grant funds due to Subgrantee failure to produce or timely submit reports satisfactory to OHCS.

12. Eligibility Determination.

Subgrantee shall make eligibility determinations for its respective Program Element funds in a form and manner prescribed or authorized by OHCS.

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MASTER GRANT AGREEMENT 2021-23

EXHIBIT D

FEDERAL ASSURANCES; TERMS AND CONDITIONS

Subgrantee hereby assures, warrants, covenants, and certifies that with respect to any federal funds disbursed to it under this Agreement:

A. Application, Acceptance and Use of Federal Funds. Use, Compliance with Federal Law; Subgrantee shall comply with all applicable Federal regulations, policies, guidelines, and requirements, as may be modified from time to time, as they relate to the application, and use of all federal funds under this Agreement which may include, but are not limited to 2 CFR Subtitle B with guidance at 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular effective December 23, 2014). The U.S. Treasury has supplemented the foregoing at Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance.

B. Further Assurances. As the duly authorized representative of the Subgrantee, I assure, warrant, covenant, and certify that the Subgrantee, in addition to complying with 2 CFR Subtitle B with guidance at 2 CFR, Part 200, 2 CFR Part 300, and Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance, shall comply and, require all Subrecipients and Vendors, as applicable, to comply with the following federal requirements, as they may be amended from time to time.

GENERAL ASSURANCES

1. Miscellaneous Federal Provisions. Subgrantee shall comply and require all subrecipients 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, Subgrantee expressly agrees to comply and require all subrecipients 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, (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 Subgrantee shall comply and require all subrecipients to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended.

3. Clean Air, Clean Water, EPA Regulations. If this Agreement, including amendments, exceeds \$150,000 then Subgrantee shall comply and require all subrecipients 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 Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subgrantee shall include and require all subrecipients to include in all Agreements with subrecipients receiving more than \$150,000, language requiring the subrecipient to comply with the federal laws identified in this section.

4. Other Environmental Standards. Subgrantee shall comply and require all subrecipients 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. Subgrantee shall comply and require all subrecipients 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. Truth in Lobbying. By signing this Agreement, the Subgrantee certifies, to the best of the Subgrantee's knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of Subgrantee, 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 Subgrantee shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The Subgrantee 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 Subgrantee 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 Subgrantee 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 Subgrantee 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.

7. Audits.

a. Subgrantee shall comply, and require any subrecipient to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

b. If Subgrantee receives federal awards in excess of \$750,000 in a fiscal year, Subgrantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.

c. Subgrantee shall save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and State.

8. Debarment and Suspension. Subgrantee shall not permit any person or entity to be a subrecipient 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 Nonprocurement 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. Subrecipients 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. Drug-Free Workplace. Subgrantee shall comply and cause all subrecipients to comply with the following provisions to maintain a drug-free workplace: (i) Subgrantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subgrantee's workplace or while providing services to Agency clients. Subgrantee's notice shall specify the actions that will be taken by Subgrantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subgrantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify Agency within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subrecipient to comply with subparagraphs (i) through (vii) above; (ix) Neither Subgrantee, or any of Subgrantee's employees, officers, agents or subrecipients may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subgrantee or Subgrantee's employee, officer, agent or subrecipient has used a controlled substance, prescription or non-prescription medication that impairs the Subgrantee or Subgrantee's employee, officer, agent or subrecipient's performance of essential job function or creates a direct threat to Agency clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

10. 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 Subgrantee 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 contract under a grant or subgrant; and
- (2) Any rights of copyright to which a Subgrantee, subrecipient 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.”

c. 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.

11. Super Circular Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal 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.

b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 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 Subgrantee, and Subgrantee shall also include these Agreement provisions in its contracts with non-Federal entities.

12. Federal Whistleblower Protection. Recipient shall comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information. Therefore, in part, Subgrantee, its subrecipients, and contractors shall, inform its or their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

13. System for Award Management (SAM) reporting (41 USC § 2313). The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Subgrantee) the unique entity identifier required for SAM registration.

14. Requirement to report breach of personally identifiable information (PII) per OMB M-17-12. The Subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

MASTER GRANT AGREEMENT 2021-2023

EXHIBIT E

HISTORIC PRESERVATION

1. Introduction

OHCS has entered into a Programmatic Agreement (“**Programmatic Agreement**”) with the United States Department of Energy (“**USDOE**”), Oregon State Historic Preservation Office (“**ORSHPO**”) and the Advisory Council on Historic Preservation (“**ACHP**”) regarding properties affected by use of federally funded state weatherization assistance.

OHCS has determined that the administration of these programs may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (National Register) and has consulted with ORSHPO pursuant to 36 CFR 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470F).

2. Stipulations

OHCS and Subgrantee agree that the programs will be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities for all individual undertakings of the weatherization assistance.

A. APPLICABILITY

Subgrantee shall ensure that the review process established by the Programmatic Agreement will be completed prior to weatherization measures being installed. Undertakings that involve properties greater than fifty (50) years old and are not listed in Section B- Exempt Activities, shall be submitted to the ORSHPO for review in accordance with this agreement.

B. EXEMPT ACTIVITIES - PROJECTS NOT REQUIRING REVIEW BY ORSHPO

All undertakings will be done in accordance with applicable local building codes or the International Building Code, where applicable. In accordance with 36 CFR 800.3(a)(1), the following undertakings have been determined to have no potential to cause effects on historic properties:

1. Projects affecting properties less than fifty (50) years old at the time the work takes place; provided it has not been determined to be eligible under National Register Criterion Consideration G for exceptional significance (36 CFR 60.4).
2. Exterior Work
 - a. Air sealing of the building shell, including caulking, weather-stripping, window glazing and in-kind glass replacement on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim, or prevent them from operating.
 - b. Thermal insulation, such as non-toxic fiberglass and foil wrapped, in walls, floors, ceilings, attics, and foundations in a manner that does not harm or damage historic fabric.
 - c. The installation of dense pack wall insulation when the following conditions are met:
 - i. The installation is performed by a qualified contractor who follows the standards and guidelines that OHCS has implemented for dense pack insulation (dry installation) and must meet the maximum air permeance measured using BPI – 102 “Standard for Air Resistance of Thermal Insulation Used in Retrofit Cavity Applications”;
 1. Cellulose: density of installed insulation must be 3.5 pounds/ cu ft.
 2. Fiberglass: density of installed insulation must be 2.5 pounds/cu ft or meet manufacturer’s specifications. Material must meet ASTM C522, E283, or E2178.
 - ii. The building does not display construction methods, techniques, and/or materials that are uniquely susceptible to damage that could be caused by the introduction of wall insulation (e.g., the siding does not appear to be able to withstand removal and replacement; the siding is masonry or stucco; there appear to be unique historic wall assemblies);

- iii. Portions of the siding are carefully removed before blowing dense pack cellulose into the walls, and then replaced;
 - iv. The exterior wall surface is free from areas where water can leak into the wall cavity (caulking around window openings and other wall penetrations has occurred or is part of the project);
 - v. There are no untreated wood members in direct contact with the ground, and the distance from the ground to the sill plate is more than 6 inches to keep water from wicking up into the wall cavity;
 - vi. The potential for splash back from rain dripping from roofs is minimized with functioning gutters and/or other water diversion features;
 - vii. There are overhanging eaves, and/or other protection is in place to protect the wall surface from the elements (rain and wind);
 - viii. Post diagnostic testing (blower door tests) results must meet the ASHRAE 62.2-2016 Standard;
 - ix. Number of occupants and use is considered in evaluating expected interior moisture levels; and
 - x. Exhaust Fans are installed according to ASHRAE 62.2-2016 Standard.
- d. Removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
 - e. Reflective roof coating in a manner that matches the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline, or where not on a primary roof elevation or visible from the public right-of-way.
 - f. Storm windows or doors, and wood screen doors in a manner that does not harm or obscure historic windows or trim.
 - g. In-kind replacement or repair of primary windows, doors and door frames. In-kind is defined as an exact replacement of existing material type, design, dimensions, texture, detailing, finish and exterior appearances.
 - h. Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface composite.
 - i. Weatherization of mobile homes and trailers.

3. Interior Work:

Special Note: Undertakings to interior spaces where the work will not be visible from the public right of way; no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; no character defining interior features will be impacted, or no walls are leveled with furring or moved, will be automatically excluded from ORSHPO review. This work includes:

- a. Energy efficiency work within the building shell:
 - i. Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations;
 - ii. Blown in wall insulation installed from the interior where no decorative plaster or character defining features are damaged;
 - iii. Plumbing work, including installation of water heaters;
 - iv. Electrical work, including improving lamp efficiency;
 - v. Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc.;
 - vi. Repair or replace water heaters;
 - vii. Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps;
 - viii. Install insulation on water heater tanks and water heating pipes;
 - ix. Install solar water heating systems, provided the structure is not visible from the public right of way;

- x. Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment;
- xi. Repair or replace electric motors and motor controls like variable speed drives;
- xii. Incorporate other lighting technologies such as dimmable ballasts, day lighting controls, and occupant-controlled dimming.

b. Work on heating and cooling systems:

- i. Clean, tune, repair or replace heating systems, including furnaces, boilers, heat pumps, vented space heaters, and wood stoves;
- ii. Clean, tune repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers;
- iii. Install insulation on ducts and heating pipes;
- iv. Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers;
- v. Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems;
- vi. Install programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control systems.

c. Energy efficiency work affecting the electric base load of the property:

- i. Convert incandescent lighting to fluorescent;
- ii. Add reflectors, LED exit signs, efficient HID fixtures, and occupancy (motion) sensors;
- iii. Replace refrigerators and other appliances.

d. Health and safety measures

- i. Installing fire, smoke or carbon dioxide detectors / alarms;
- ii. Repair or replace vent systems on fossil-fuel-fired heating systems and water heaters to ensure that combustion gasses draft safely to outside;
- iii. Install mechanical ventilation, in a manner not visible from the public right of way, to ensure adequate indoor air quality if house is air-sealed to building tightness limit.

C. OHCS/SUBGRANTEE/SUBRECIPIENT RESPONSIBILITIES

1. Subgrantee will, and will cause and require by contract that its Subrecipients, retain access to pre- and post-documentation of the weatherization work completed, including the scopes of work and photographs as part of its permanent project records.
2. OHCS will monitor every Subgrantee, and Subgrantee will monitor each of its Subrecipients, for compliance with the Programmatic Agreement according to established guidelines and Subgrantee hereby agrees, and will require that each of its Subrecipients agree:
 - a. to cooperate with such monitoring; and
 - b. to satisfy all applicable Section 106 requirements, including but not limited to the Secretary of Interior's Standards for Rehabilitation.

D. ORSHPO/ACHP RESPONSIBILITIES

1. ORSHPO is permitted thirty (30) calendar days after the receipt of any submitted documentation to review and comment on such material. If ORSHPO does not provide comments within this time period, it may be assumed that ORSHPO accepts the documentation to meet the reporting requirements of this agreement.
2. The ACHP shall be responsible for providing technical guidance, participating in dispute resolutions if appropriate, and monitoring the effectiveness of this Programmatic Agreement.

E. DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or is affected in an unanticipated manner, the Subgrantee responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13. Subgrantee will require that any of its Subrecipients responsible for the weatherization will assume its responsibilities pursuant to 36 CFR 800.13.

F. REPORTING

Subgrantee will and will cause and require by contract that its Subrecipients, report all projects that fall under this Programmatic Agreement in the OPUS database upon completion.

G. MONITORING

USDOE, ACHP, and ORSHPO may monitor any undertakings carried out pursuant to this Programmatic Agreement. The ACHP may review undertakings, if requested by USDOE. USDOE shall be entitled to address and make determinations on overall policy or administrative issues related to the implementation of these Programs.

H. DISPUTE RESOLUTION

1. Should ORSHPO object within the time frames outlined in this Programmatic Agreement to any project undertakings, the Subgrantee shall consult further with ORSHPO to attempt to remove the basis for the ORSHPO's objection. In the event that ORSHPO's objection is not withdrawn, then OHCS shall refer the matter to USDOE. OHCS shall forward all documentation relevant to USDOE, who will notify and consult with ACHP.
2. ACHP will provide its recommendations, if any, within 21 days following receipt of relevant documentation. USDOE will take into account the ACHP's recommendations or formal comments in reaching a final decision regarding the dispute.

I. TERMINATION

USDOE, ORSHPO, or OHCS may terminate the Programmatic Agreement, provided that the party proposing termination notifies the other signatories and the ACHP in writing explaining the reasons for termination and affording the other signatories at least thirty (30) days to consult and seek alternatives to termination.

J. FAILURE TO COMPLY WITH TERMS OF AGREEMENT

In the event that the terms of the Programmatic Agreement cannot be carried out by the Subgrantee, no action will be taken or sanction of any action or any irreversible commitment by the Subgrantee that would result in an adverse effect to historic properties or would foreclose the ACHP's consideration of modifications or alternatives to the undertaking.

K. LIABILITY LIMITATIONS

In the event that the terms of the Programmatic Agreement are not carried out by the Subgrantee as indicated in Exhibit E, the Subgrantee hereby assumes all responsibility for the weatherization projects as indicated in the Programmatic Agreement or this Agreement.

L. THIRD PARTY BENEFICIARY

ORSHPO is expressly made a third-party beneficiary to the Subgrantee's obligations set forth in this Exhibit E and shall be entitled to enforce the terms thereof.

2021-2023 MASTER GRANT AGREEMENT
Exhibit F, Program Element, General Terms and Conditions

Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Assure that program funds are used only for program services consistent with program requirements.
- 2) Assure that program funds are used to supplement existing funding, to support existing projects or to establish new projects. Program funds may not be used to replace existing funding.
- 3) Ensure that program funds are expended within the time limitations set by OHCS. Program funds not expended within the time period may be recaptured by OHCS.
- 4) Serve only households whose eligibility has been determined in compliance with program requirements.
- 5) Responsible to OHCS for any losses resulting from improper or negligent issuance of program funds. Subgrantee shall repay such funds to OHCS within thirty (30) days upon written demand from OHCS.
- 6) Have denial, termination, appeal and fair hearing procedures accessible to program applicants and participants upon request and posted in a public location. Such procedures must satisfy applicable program requirements including assurance that all applicants are informed during the intake interview of their right to appeal. All appeals and fair hearings will be handled by the subgrantee. Denial, termination, appeal and fair hearing procedures, including as implemented, are subject to department review and correction.
- 7) Subgrantee may terminate program services to program participants who violate program requirements. Termination, denial and grievance procedures will be clearly communicated to and easily understood by program participants and readily available upon request and posted in a public location.
- 8) Be responsible for maintaining an internal controls framework, satisfactory to OHCS, which assures compliance with program requirements. Written policy and procedures must be established and outlined in local documentation (e.g. staff policy/procedure manuals) inclusive of, but not exclusive to the following areas:
 - a) Establishment and maintenance of regular subrecipient monitoring practices. Subgrantee will obtain prior written approval from OHCS when adding additional subrecipients or renewing any subrecipients.
 - b) Assurance that completed applications and household benefits are valid and correct. This includes adequate separation of duties among intake, authorization and fiscal staff.
 - c) Establishment and maintenance of clear policy for cases where there may be a conflict of interest. This includes procedures for staff when employees, board members, friends or family members apply for program services.
 - d) Establishment and maintenance of clear procedures for management of program applicants and participants who may have committed fraud and for dealing with public complaints regarding potential fraud. All incidents of fraud must be reported to OHCS.
 - e) Establishment and maintenance of clear procedures for preventing, detecting and dealing with employee fraud. All incidents of fraud must be reported to OHCS.

- 9) Allow OHCS and its representatives access to, and to furnish whatever information and/or documentation OHCS and its representatives determines is necessary or appropriate to conduct reviews and monitor progress or performance to determine conformity with program requirements. Subgrantee shall permit OHCS and its representatives to visit its sites and require subrecipients to permit OHCS and its representatives to visit their sites, to inspect same, and to review, audit, and copy all records OHCS and its representatives deem pertinent to evaluating or enforcing program requirements at any reasonable time, with or without benefit of prior notification. Subgrantee and its subrecipients shall cooperate fully with OHCS and its representatives.
- 10) Maintain accurate financial records satisfactory to the department, which document, *among other things*, the receipt and disbursement of all funds provided through the program by the department; and have an accounting system in place satisfactory to the department, which meets, *among other things*, generally accepted accounting principles.
- 11) Maintain other program records satisfactory to the department, which document, *among other things*, client eligibility requirements, receipt of allowable program services, termination of services and the basis for same, housing and income status of clients, administrative actions, contracts with subcontractors, review of subcontractor performance, action taken with respect to deficiency notices, and any administrative review proceedings. Such records shall be in substance and format satisfactory to the department.
- 12) Provide the department with reports, data, and financial statements, in form and substance satisfactory to the department, as may be required or requested from time to time by the department, which shall be in a format prescribed by the department.
- 13) Furnish representatives of the department, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives' access to and permit copying of all books, accounts, documents, records and allow reasonable access to the project and other property pertaining to the program, at any such representative's request.
- 14) Assure that data collection and reporting, including data entry for program funded activities, be conducted through the use of an OHCS approved data collection system (such as ServicePoint and OPUS), where applicable by program requirements.
- 15) Ensure that data collection, entry and reporting occur in an accurate and timely manner as satisfactory to OHCS.

2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element 01
Community Services Block Grant Program (CSBG)

1. **Description.** The Community Services Block Grant (CSBG) Program is an anti-poverty block grant program federally funded by the U.S. Department of Health and Human Services (DHHS), Administration for Children and Families (ACF), Office of Community Services (OCS), that provides funds for distribution principally to Oregon's local community action agencies to create programs and services that reduce the causes of poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
2. **Scope of Work.**
 - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.569, Public Law 105-285, OAR 813-210, OAR 813-230, and 45 CFR 96. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer CSBG funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Use grant funds allocated specifically by OHCS for allowable administrative and overhead costs in order to provide the services outlined in this agreement. Subgrantee shall adhere to the DHHS CSBG administrative efficiency measure of a maximum of 17% or a reasonable measure as approved by OHCS. Allowable administrative costs are defined as costs related to the general management of the grantee organization. Allowable program costs are defined as costs that can be specifically identified with program activities including but not limited to, management, service delivery and data collection, undertaken by subgrantee or subrecipients to achieve an outcome intended by the funding program.
 - 2) Assure that funds allocated through CSBG shall be used to support activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 U.S.C. 601 et. seq.), homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families.
 - 3) Use program funds to implement different strategic approaches designed to reduce or eliminate one or more conditions that block the achievement of economic self-sufficiency for low-income households. Such strategies must have measurable and potentially major impact on the causes of poverty in communities in the service area where poverty is a particularly acute problem. Allowable services and activities may include, but are not limited to helping members of low-income households:
 - a. Secure and retain meaningful employment;
 - b. Attain an adequate education;
 - c. Make better use of available income;
 - d. Obtain and maintain adequate housing and a suitable living environment;
 - e. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing and employment-related assistance;
 - f. Remove obstacles and solve problems that block the achievement of self-sufficiency;

MGA 21-23 Exhibit A, Attachment # PE 01 CSBG

- g. Achieve greater participation in the affairs of the community; and
 - h. Make effective use of other programs related to the purpose of this OAR chapter 813, division 210.
- 4) Use program funds for a variety of services and activities intended to reduce or eliminate poverty conditions in communities in the service area, including but not limited to:
 - a. Providing on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services as may be necessary to counteract conditions of starvation and malnutrition among the poor;
 - b. Coordinating and establishing linkages between government and other social service programs to assure the effective delivery of such services to low-income households; and
 - c. Encouraging the participation of private sector entities in community efforts to ameliorate poverty in the service area.
 - 5) Assure that households receiving CSBG program benefits do not have annual incomes which exceed 200% of the federal poverty guidelines or the maximum as assigned by DHHS, ACF, OCS. Income verification includes, but is not limited to: wages (pay stubs), assistance payments such as alimony, SSI, TANF, child support, veteran's benefits, unemployment benefits, worker's compensation, retirement/pension and social security benefits.
 - 6) Assure that all necessary documentation is included in household files, all in form and substance satisfactory to OHCS. Required documents for each applicant household are as follows:
 - a. Application/intake form that includes client characteristic data;
 - b. Intake form has language stating all information contained on form is true and correct to the best of my knowledge and is signed by applicant and staff member;
 - c. Verification that household income does not exceed 200% of the FPL or the maximum as assigned by DHHS, ACF OCS to cover the 200% FPL which is a temporary change and will revert back to 125% after September 30, 2021.
 - d. Documentation of income or self-declaration for clients with zero income;
 - e. Evidence that client was apprised of grievance procedures;
 - f. Authorization of Release of Information, signed and dated by client and staff member;
 - g. Confidentiality statement, signed and dated by client and staff member;
 - h. If applicable, evidence that the client was informed of their potential eligibility for child support services and informed of the locations of local resources;
 - i. Entrance, exit date, reason for exiting the program, housing status at exit; and
 - j. Such other documentation as OHCS may from time to time require.
 - 7) Administer the Community Services Block Grant program through a tripartite board composed of 1/3 public officials, no fewer than 1/3 are representative of low-income individuals and families and 1/3 are officials or members of business, industry labor, religious, law enforcement, education or other major groups and interests in the community served.
 - 8) Retain and keep accessible all program records for a minimum of five (5) years, or such longer period as may be required by applicable law and state records retention requirements, following final payment and termination of program involvement, or until the conclusion of any audit, controversy or litigation arising out of or related to the program, whichever date is later.

3. Program Specific Reporting.

- A. Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
- B. Subgrantee agencies shall provide the department with quarterly reports covering items set forth in OAR 813-210-0025(2) and (3), which shall be in a format prescribed by the department. Such quarterly reports shall be coded in such a way as to allow the linking and analysis of expenditures for each separate service funded by the program.
- C. Reports submitted shall include:
 - 1) Quarterly report, by date determined by OHCS.
 - 2) Annual submission of the CSBG Annual Report, by date determined by OHCS Annual Organizational Standards Assessment, by date determined by OHCS.
 - 3) Additional reports as needed or requested by OHCS.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element 02
Emergency Solutions Grant Program (ESG)

1. Description. The Emergency Solutions Grant (ESG) program supports local programs in assisting individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. ESG is federally funded by the U.S. Department of Housing and Urban Development (HUD) and may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.

2. Scope of Work.

A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
- 3) Comply with department minimum written standards for providing program services and established Continuum of Care standards as identified in 24 CFR 576.400(e).
- 4) Re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- 5) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's funding application.
- 6) Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.

3. Program Specific Reporting.

A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Match Requirements.

- A) Subgrantee shall make matching contributions, in compliance with 24 CFR 576.201 to supplement the program in an amount that equals the subgrantee's total fund allocation. Subgrantee may obtain matching cash and noncash contributions from any source that meets program requirements except for the expenditure limits identified in 24 CFR 576.100. Program requirements for matching include, but are not exclusive to:
- 1) Subgrantee shall not use federal funds if those funds:
 - (a) are prohibited from being used to match program funds; or
 - (b) are being used to match another federal grant or award.
 - 2) Subgrantee program match shall be provided and expended within the subgrantee's program grant award period.
 - 3) Subgrantee contributions used to match a previous program grant shall not be used to match a subsequent program grant.
 - 4) Subgrantee shall calculate the amount of cash and noncash contributions in compliance with 24 CFR 576.201.
- B) Subgrantee shall report matching contributions on the Quarterly Provider Report.
- C) Subgrantee may request from OHCS a waiver to the match requirement when circumstances limit capacity to provide the program required 100% match.

5. Performance Measures.

- A) Subgrantee shall and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals.
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.
 - 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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2021-2023 MASTER GRANT AGREEMENT

**Exhibit A, Program Element PE 03
Emergency Housing Assistance (EHA)**

- 1. Description.** Emergency Housing Assistance (EHA) provides state funds to supplement existing local programs and/or establish new programs designed to prevent and reduce homelessness. EHA funds are available for ten program service components: street outreach, emergency shelter; transitional housing; rapid re-housing; homelessness prevention; supportive in-home services; data collection; community capacity building; acquisition, rehabilitation or conversion of a shelter or transitional housing units.
- 2. Scope of Work.**
 - A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.046 as amended, and ORS 458.600 to 458.650. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) A department determined portion of program funds shall be allocated to exclusively serve eligible veterans, as defined by program requirements.
 - 3) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - 4) Assure that program services are available to extremely low income and very low income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements.
 - 5) Re-evaluate program participant eligibility and need for homelessness prevention and rapid re-housing services in compliance with program requirements.
 - 6) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the subgrantee's funding application prior to implementation. Targeting and serving homeless and at risk of homelessness veterans is required for the use of program funds that have been legislatively dedicated to serving veterans.
- 3. Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary. EHA funds dedicated to veterans must be entered and reported separately from other EHA funded client data.

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Performance Measures.

A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:

- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.
- 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from the time of program or project exit.
- 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element 04
State Homeless Assistance Program (SHAP)

- 1) **Description.** The State Homeless Assistance Program (SHAP) provides state funds to help meet the emergency needs of homeless Oregonians by providing operational support for emergency shelters and the supportive services directly related to them. SHAP funds are available for six program service components: street outreach; emergency shelter operations, shelter resident support services; acquisition, rehabilitation or conversion of a shelter facility; and data collection.
- 2) **Scope of Work.**
 - A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813.240 as amended and ORS 458.505 to 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the all program requirements, including but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements.
 - 3) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's funding application.
- 3) **Program Specific Reporting.**
 - A) Subgrantee shall, and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
 - B) Reports submitted shall include:
 - 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
 - 2) Subgrantee shall provide additional reports as needed or requested by OHCS.
- 4) **Performance Measures.**
 - A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of exit from the program or project funded by the program.
 - 2) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 05
Housing Stabilization Program (HSP)

1. **Description.** The Housing Stabilization Program (HSP) provides temporary financial assistance and support services to stabilize housing for low-income eligible families who are homeless or unstably housed and receiving Temporary Assistance for Needy Families (TANF) or who are TANF-eligible. HSP funds are available for four program service components: housing related costs, auxiliary services, case management and data collection pursuant to CFDA 93.558, 45 CFR 260, 263 and 264.50, 42 U.S.C. 7, OAR 813.051 as amended, and ORS 124.060-065, 411.320, 419B.010-015, 430.735-765, 458.505 to 458.545.

2. **Scope of Work.**

A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 93.558, 45 CFR 260, 263 and 264.50, OAR 813.051 as amended and ORS 124.060-065, 458.505 to 458.545. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and department program requirements. Subgrantee is strongly encouraged to also align its evaluation process with its local DHS branch assessment process.
- 3) Assure that all household income is counted to determine eligibility for program services. Countable income must be equal to or below the program income limit (at or below 250% of the Federal Poverty Guidelines) in the month of application.
- 4) May utilize program funds to address specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee agency's funding application.
- 5) Assure that each program participant's housing or service plan is jointly developed and developed and coordinated with DHS and program participant.
- 6) Coordination with local DHS branch offices is required to increase partnerships and collaboration, including a referral process with referral tracking and may include sharing of assessment and case plan documents to avoid unnecessary duplication of effort. Collaboration shall be outlined and approved by OHCS in the subgrantee agency's funding application.
- 7) Ensure priority of program services is first given to households receiving TANF.

3. **Program Specific Reporting.**

A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit for OHCS approval all reports as required in this agreement. No reporting deadline extension shall be given by OHCS for reports related to HSP.

B) Reports submitted shall include:

- 1) Referral Tracking and Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20), to include ensuring that request for funds have been submitted for all fiscal year expenses by Jul 30 of each fiscal year.
- 2) Subgrantee shall provide additional reports as needed or requested by OHCS.

4. Maintenance of Effort Requirements.

- A) Subgrantee shall make maintenance of effort contributions in compliance with 45 CFR 92.24, 92.3, 263.2 through 263.6 to supplement the program in an amount that equals subgrantee's total fund allocation, unless otherwise directed by OHCS, and in compliance with the following requirements:
- 1) May obtain maintenance of effort cash contributions not otherwise counted towards a federal cost-sharing or matching requirement from any nonfederal source including state, local and private. State funds exclude funds expended under the Medicaid program, and funds from a prior fiscal year. Contributions must not have been used for any maintenance of effort for a previous program grant.
 - 2) May obtain maintenance of effort value of third-party, in-kind contributions if the expenditure is verifiable and meets applicable requirements in 45 CFR 92.3, 92.24 and 263; AND is not otherwise counted towards a federal cost-sharing or matching requirement. OHCS must approve the methodology used for in-kind valuation prior to including the value on the quarterly report. OHCS approval shall include verifying with DHS that the valuation meets federal TANF maintenance of effort requirements.
 - 3) Required maintenance of effort must be provided and expended within the subgrantee's program grant award year.
 - 4) Maintenance of effort contributions shall meet MOE requirements as defined in the program manual and must be provided to households that meet program eligibility requirements. MOE services must meet one or more of the following TANF purposes:
 - (a) Provide assistance to needy families so that children may be cared for in their own homes or in the homes of relatives;
 - (b) End the dependence of needy parents on government benefits by promoting job preparation, work, and marriage;
 - (c) Preventing out-of-wedlock pregnancies; or
 - (d) Encourage the formation and maintenance of two-parent families.
 - 5) Subgrantee shall report maintenance of effort contributions on the Referral Tracking and Quarterly Provider Report.

5. Performance Measures.

- (A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of exit from the program or project funded by the program.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit.
 - 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element 06
HOME Tenant Based Rental Assistance Program (HTBA)

1. **Description.** The HOME Tenant Based Assistance (HOME TBA or HTBA) program provides financial assistance to very low-income households to enable them to rent market-rate housing units. The HTBA is federally funded by the U.S. Department of Housing and Urban Development (HUD) and provides rental subsidies, known as "tenant-based rental assistance", to tenants to pay a portion of their housing costs including, rent, utilities and refundable security deposit.

2. **Scope of Work.**

- A) Subgrantee shall and shall cause and require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including CFDA 14.239, 42 USC 12701 et. seq., 24 CFR 92, ORS 456.620, ORS 458.505 and OAR 813.120. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide services outlined in this agreement.
 - 2) Develop a written tenant selection plan in compliance with program requirements as satisfactory to and approved by the department.
 - 3) Affirmatively market the program to the broadest possible range of potential applicant households including but not limited to those who may have barriers to applying due to language, geography or disability.
 - 4) Require all program participants, as appropriate, to participate in programs or activities that shall increase household self-sufficiency. NOTE: a program participant's refusal to continue with an established self-sufficiency plan cannot be grounds for termination of program participation.

3. **Program Specific Reporting.**

- A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit for OHCS approval all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
- B) Reports submitted shall include:
 - 1) Reports as required in the program manual.
 - 2) Additional reports as needed or requested by OHCS.

4. **Match Requirement.**

- A) Program matching funds may be required at the discretion of OHCS.
- B) Subgrantee shall report match as directed by OHCS.

5. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of households served who maintained permanent housing for at least six months after exiting the program.
 - 2) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 07
Elderly Rental Assistance (ERA)

1. Description. Elderly Rental Assistance (ERA) provides state funds to defray the cost of rental housing for very low-income households that are homeless or at risk of homelessness and unstably housed and where at least one household member is 58 years or older. ERA funds are available for six program service components: transitional housing; rapid re-housing; homelessness prevention; supportive in-home services; case management and data collection.

2. Scope of Work.

- A) Subgrantee shall, and shall cause and shall require by contract, that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its funding application as approved by OHCS and supplemented herein, together with applicable program requirements including OAR 813-053, as amended, and ORS 458.375; 458.377; and 458.600 to 458.650. The approved funding application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
- B) Subgrantee shall, and shall cause and shall require its subrecipients by contract, to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care developed coordinated entry requirements and OHCS program requirements.
 - 3) Re-evaluate program participant eligibility and need for program services in compliance with program requirements.
 - 4) May utilize program funds to address the specific needs of various elderly subpopulations. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements and shall be outlined and approved by OHCS in the subgrantee's funding application prior to implementation.

3. Program Specific Reporting.

- A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit for OHCS approval all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.
- B) Reports submitted shall include:
 - 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
 - 2) Additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and shall require its subrecipients by contract, to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
 - 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

- 2) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved funding application.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element 08
Low Income Home Energy Assistance Program (LIHEAP)

1. **Description.** The Low-Income Home Energy Assistance Program (LIHEAP) is intended to assist low-income households, particularly those with the lowest incomes who pay a high proportion of household income for home energy, primarily to meet their immediate home energy needs. LIHEAP is federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services. Services covered by LIHEAP include bill payment assistance, energy education, case management, weatherization, and other energy-related repairs.
2. **Scope of Work.**
 - A. Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 93.568, 2 U.S.C. 8621, ORS 458.505, 45 CFR 96, and OAR 813-200. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer LIHEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Provide heating and, at subgrantee's discretion, cooling assistance with LIHEAP funds anytime between October 1st and September 30th as funding allows.
 - 2) At minimum, provide crisis assistance from December 1st through March 15th. If direct service funds are exhausted before March 15th, subgrantee and subrecipients must be available to assist households in crisis by providing information, referral, advocacy, and/or case management services. Subgrantee may choose to offer crisis assistance on a year-round basis.
 - 3) May request approval from OHCS program coordinator to extend timelines for any assistance component based on funding and operational circumstances.
 - 4) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available LIHEAP assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - a. Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website in both an Excel version or as a PDF.
 - b. OHCS is committed to "Meaningfully engage culturally specific and culturally responsive organizations and their constituents to ensure OHCS policies, practices, systems of accountability and

program awards are designed to advance equity and racial justice and meet the needs of communities of color.”

- 5) Assure applications for the LIHEAP program (every component, including crisis) shall be accepted at sites that are geographically accessible to all households across their service area.
- 6) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
- 7) May choose to prioritize vulnerable populations (including elderly, disabled and families with young children) for a brief phase at the start of the heating or cooling season. Priority intake periods are intended to allow for additional time and outreach necessary to provide quality services to vulnerable populations, and shall not exclude non-targeted households for more than a short period of time.
- 8) May request approval to target specific services to allowable populations based on community need. Clear policies for application, eligibility and outreach practices must be outlined in the local work plan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
 - a) Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
 - b) Vulnerable populations as defined by the LIHEAP statute, including seniors, disabled, and families with young children.
 - c) Households who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
- 9) Subgrantees with Tribal LIHEAP Grantees (tribes who receive LIHEAP funds directly from HHS) in their service area shall make every effort to assure that tribal households do not receive duplicate payments or services. If for any reason an eligible tribal member is unable to access their tribal LIHEAP program (e.g., out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving LIHEAP funds from HHS should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
- 10) Assure that households receiving LIHEAP benefits are determined to be eligible based on guidelines provided annually by OHCS.
- 11) Use the benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine LIHEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 12) Assure that life- threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented to ensure compliance with federal requirements and must include comments outlining how the situation was addressed.
- 13) Provide any of the following forms of assistance, or a combination thereof, to resolve energy related emergencies:
 - a) Bill payment assistance
 - b) Heating or cooling system repair or replacement- includes repair, replacement, or conversion of inoperative, non-functional, or unsafe household heating or cooling equipment necessary to alleviate

potential crisis. When considering heating or cooling repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.

- c) Other equipment repair/replacement- includes repair or replacement of energy-related inoperative, non-functional, or unsafe household appliances/equipment necessary to alleviate home energy crisis. When considering equipment repair or replacement, considerable effort should be made to supplement LIHEAP funds with other leveraged resources.
 - d) Other emergency services- including, but not limited to, information, referral, coordination of benefits, advocacy, case management and/or other goods and services necessary to relieve immediate threat to health and safety.
- 14) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone
 - 15) Assure that LIHEAP Assurance 16 funds are used to reduce household energy burden, improve utility payment patterns, promote energy conservation and improve household self-sufficiency. Subgrantee shall outline policies and procedures for awarding Assurance 16 funding in their local workplan application.
 - 16) Assure that participating home energy supplier sign and comply with vendor contracts and ensure that no home energy supplier is paid with LIHEAP funds without a signed contract. In cases where a home energy supplier is not under contract, households may be paid directly.
 - 17) Authenticate all home energy suppliers paid with LIHEAP funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
 - 18) Pay home energy suppliers within 45 days of committing a LIHEAP benefit, unless otherwise specified in the vendor contract.
 - 19) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.
 - 20) Does not use LIHEAP funds to pay for any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative agreement. If any funds other than LIHEAP have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, subgrantee shall, and shall cause and shall require its subrecipients by contract to complete and submit Standard- Form-LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions.

3. Program Specific Reporting

A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:

- 1) Ensure that data collection and reporting for LIHEAP funded activities be conducted through the use of OHCS approved OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
- 2) Maintain record of leveraged resources as outlined in the LIHEAP State Plan. Subgrantees must use this documentation to complete and submit the LIHEAP Leverage report, satisfactory to OHCS, due annually by October 15th.

- 3) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
- 4) Provide additional reports as needed or requested by OHCS.
- 5) May request a reporting deadline extension when necessary.

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**2021–2023 MASTER GRANT AGREEMENT
Exhibit A, Attachment # Program Element 09**

Low-Income Home Energy Assistance Program Weatherization Assistance Program (LIHEAP WX)

- 1. Description.** The Department of Oregon Housing and Community Services (OHCS) has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The Low-Income Home Energy Assistance Program (LIHEAP) is federally funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services and provides a portion of annual funding for weatherization assistance purposes.
- 2. Scope of Work.**
- A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 93.568, 42 U.S.C. § 8621-8630. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
- B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer LIHEAP weatherization funds in compliance with the following terms and conditions:
- 1) May use LIHEAP weatherization funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the LIHEAP and DOE State Plans. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload services, and energy education.
 - 5) Address Health and Safety issues as required by the LIHEAP and DOE State Plans, including but not limited to:
 - a. Using LIHEAP WX prescribed methods of home analysis to determine existing health and safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
 - c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on 100% of homes weatherized and results used to determine the ASHRAE Standard 62.2 whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE Standard 62.2 ventilation standards are optional when no moisture related air quality issues are noted.

- e. Assessment of existing mold and mildew conditions in 100% of homes weatherized with LIHEAP weatherization funds.
- 6) May use LIHEAP Weatherization Funds for the replacement of appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
 - 7) Provide energy education to qualified households through such means that may include, but are not limited to:
 - a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
 - 8) Maintain a deferral policy that is satisfactory to OHCS. Once a deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
 - a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
 - i. An apparent threat of violence or abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - o. Home is being advertised as being for sale.
 - 9) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
 - 10) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and

safety training.

- 1) Require at least one (1) staff members to be certified as a REM/Design operator. Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 2) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
- 3) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the LIHEAP and DOE State Plans.
- 4) Assure that LIHEAP funds are not used to pay for any person influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan or cooperative agreement. If any funds other than LIHEAP have been paid or shall be paid to any employees for influencing or attempting to influence an officer or employee of a Member of Congress in connection with the awarding of the Federal LIHEAP contract, grant, loan or cooperative agreement, subgrantees shall, and shall cause and shall require its subrecipients by contract to complete and submitting Standard- Form- LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions.
- 5) Ensure every LIHEAP weatherization unit reported as a "completed unit" receives a final inspection aligning with and meeting the quality specifications outlined in the standard work specifications (SWS) aligned field guide.
- 6) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
 - 1) Ensure that data collection and reporting for LIHEAP weatherization-funded activities be conducted through the use of OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
 - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly Program Report" which is due quarterly by the 20th of January, April, July, and October to OHCS.
 - 3) Provide additional reports as needed and requested by OHCS.
 - 4) May request a reporting deadline extension when necessary.

4. Performance Measures

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:

- 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
- 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element 10
Oregon Energy Assistance Program (OEAP)

1. **Description.** The Oregon Energy Assistance Program (OEAP) provides electric bill payment assistance to low-income households who have an account with Portland General Electric or Pacific Power utility vendors.
2. **Scope of Work.**
 - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local workplan application as approved by OHCS and supplemented herein, together with applicable legal requirements including ORS 757.612 and OAR 813-202. The approved workplan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer OEAP funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available OEAP assistance. This includes but is not limited to placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantees may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - a) Households residing in any OHCS multifamily housing portfolio property are considered to be year-round priorities for outreach. These properties have been supported with public funds and the preservation and stabilization of this housing is a priority for the State of Oregon. A current list is available on the OHCS website in both an Excel version or as a PDF.
 - b) OHCS is committed to “Meaningfully engage culturally specific and culturally responsive organizations and their constituents to ensure OHCS policies, practices, systems of accountability and program awards are designed to advance equity and racial justice and meet the needs of communities of color.”
 - 2) Assure applications for the OEAP program (every component, including crisis) shall be accepted at sites that are geographically accessible to all eligible households across their service area.
 - 3) Assure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
 - 4) May request approval to target specific services to allowable populations based on community need. Clear policies for client application, eligibility and outreach practices must be outlined in the local workplan application and approved by OHCS. Examples of targeted populations include, but are not limited to:
 - a) Households that have not accessed other available energy assistance for the current program year (e.g. fuel funds, utility programs).
 - b) Vulnerable Populations as defined by the LIHEAP program statute, including seniors, disabled, and families with young children.

- c) Households who opt to participate in pilot programs including long term case management, energy education, and/or arrearage management programs.
- 5) Use the statewide benefit matrix and payment guidelines as outlined in the Energy Assistance Operations Manual to determine OEAP benefit levels. Any variation from statewide payment levels or types must be approved by OHCS.
- 6) Assure that life- threatening crisis situations are addressed within either 18 hours (if already disconnected) or 48 hours (at risk of disconnection) of application. These timeframes must be documented and must include comments outlining how the situation was addressed.
- 7) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone.
- 8) Assure that participating home energy suppliers sign and comply with vendor contracts and ensure that no home energy supplier is paid with OEAP funds without a signed contract.
- 9) Pay home energy suppliers within 45 days of committing an OEAP benefit, unless otherwise specified in the vendor contract.
- 10) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.

3. Program Specific Reporting

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
 - 1) Ensure that data collection and reporting for OEAP funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS, ideally at the time of intake.
 - 2) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS.
 - 3) Provide additional reports as needed and requested by OHCS.
 - 4) May request a reporting deadline extension when necessary.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Attachment # Program Element 11
Bonneville Power Administration (BPA) Weatherization Assistance Program

1. **Description.** The Oregon Housing and Community Services Department has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The Bonneville Power Administration (BPA) created a low-income weatherization program available to households (owners and renters) who heat with electricity from a public utility.
2. **Scope of Work.**
 - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including 42 U.S.C. 6851 – 6872 and 42 U.S.C. 7101. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer BPA funds in compliance with the following terms and conditions:
 - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the DOE State Plan. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60,
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - d. High residential energy users.
 - e. Households with a high energy burden.Local service providers may create a separate BPA waiting list rather than require the weatherization applicant in BPA service territory to remain on any other waiting list.
 - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload services, and energy education. Subgrantee and subrecipients may install 100% of cost-effective measures as determined through the use of an OHCS approved computerized auditing tool.
 - 5) All weatherization services and baseload services, except for the purposes of Health and Safety, must have a saving to investment ratio (SIR) of 1.0 or greater as determined through the use of an OHCS- approved auditing tool.
 - 6) Maintain a Health and Safety average not to exceed thirty percent (30%) of the total BPA job cost on

average.

- 7) Address Health and Safety issues as required by the DOE State Plan, including but not limited to:
 - a. Using weatherization assistance program prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.
 - c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one hundred percent (100%) of homes weatherized and results used to determine the ASHRAE
 - e. 62.2 whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE 62.2 ventilation standards are optional when no moisture related air quality issues are noted.
 - f. Assessment of existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with BPA funds.
- 8) Maintain a repair average not to exceed thirty percent (30%) of the total BPA job cost on average.
- 9) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
- 10) Provide energy education to qualified households through such means that may include, but are not limited to:
 - a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 11) Maintain a Deferral policy that is satisfactory to OHCS. Once a Deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
 - a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must

- install weatherization measures.
- g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
 - i. An apparent threat of violence of abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Proposed weatherization conservation measures shall result in minimal energy savings and the cost of these measures have a saving to investment ratio (SIR) of less than one (1).
 - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - p. Home is being advertised as being for sale.
- 12) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
 - 13) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
 - 14) Require at least one (1) staff members to be certified as a REM/Design operator.
 - 15) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
 - 16) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the DOE State Plan.
 - 17) Ensure every BPA unit reported as a "completed unit" receives a final inspection aligning with the quality specifications outlined by OHCS ensuring that all work meets the minimum specifications outlined in the standard work specifications (SWS) aligned field guide in accordance with 10 CFR 440.
 - 18) Ensure every BPA unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards. This form must be signed by a certified quality control inspector.
 - 19) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be

referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
- 1) Ensure that data collection and reporting for BPA funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
 - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly Program Report" which is due quarterly by the 20th of January, April, July, and October to OHCS.
 - 3) Provide additional reports as needed and requested by OHCS.
 - 4) May request a reporting deadline extension when necessary.

4. Performance Measures

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
- 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Attachment # Program Element 12
Department of Energy (DOE) Weatherization Assistance Program

1. **Description.** The Department of Oregon Housing and Community Services has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. The U.S. Department of Energy (DOE) makes funds available to Oregon for the Weatherization Assistance Program (WAP).
2. **Scope of Work.**
 - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including CFDA 81.042 – 42 U.S.C. 6851 – 6872 and 42 U.S.C. 7101. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer DOE WAP funds in compliance with the following terms and conditions:
 - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in the DOE State Plan. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - d. High residential energy users.
 - e. Households with a high energy burden.
 - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload services, and energy education not to exceed the determined average designated by the current US DOE State Plan.
 - 5) All weatherization services and baseload services, except for the purposes of Health and Safety, must have a savings to investment ratio (SIR) of 1.0 or greater as determined through the use of an OHCS- approved auditing tool.
 - 6) Maintain a Health and Safety average not to exceed fifteen percent (15%) of the subgrantee total program allocation. Subgrantee shall, and shall cause and shall require its subrecipients by contract to address Health and Safety issues as required by the DOE State Plan, including but not limited to:
 - a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes containing combustion appliances.

- c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one-hundred percent (100%) of homes weatherized and results used to determine the ASHRAE whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes.
 - e. Assessment of existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with DOE WAP funds.
- 7) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose of appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
- 8) Provide energy education to qualified households through such means that may include, but are not limited to:
- a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
- 9) Maintain a Deferral policy that is satisfactory to OHCS. Once a Deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
- a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
 - i. An apparent threat of violence or abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.
 - l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion

of weatherization measures.

- n. Proposed weatherization conservation measures shall result in minimal energy savings and the cost of these measures have a savings to investment ratio (SIR) of less than one (1).
 - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - p. Home is being advertised as being for sale.
- 10) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
 - 11) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
 - 12) Require at least one (1) staff members to be certified as a REM/Design operator.
 - 13) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
 - 14) Assure that data collection and reporting for DOE WAP funded activities be conducted through the use of the OHCS OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS.
 - 15) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the DOE State Plan.
 - 16) Ensure every DOE WAP unit reported as a "completed unit" receives a final inspection aligning with the quality specifications outlined by OHCS ensuring that all work meets the minimum specifications outlined in the standard work specifications (SWS) aligned field guide in accordance with 10 CFR 440.
 - 17) Ensure every DOE WAP unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards. This form must be signed by a certified quality control inspector.
 - 18) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must meet the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
 - 1) Ensure that data collection and reporting for DOE WAP funded activities be conducted through the use of OHCS approved OPUS or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
 - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly

Program Report” which is due quarterly by the 20th of January, April, July, and October to OHCS.

- 3) Provide additional reports as needed and requested by OHCS.
- 4) Request a reporting deadline extension when necessary.

4. Performance Measures

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
 - 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Attachment #Program Element 13
Energy Conservation Helping Oregonians (ECHO) Weatherization Assistance Program

1. **Description.** The Oregon Housing and Community Services Department has been designated by the Governor as the administrator of all federally funded low-income weatherization programs. Energy Conservation Helping Oregonians (ECHO) is a weatherization program funded by ratepayers of Portland General Electric and Pacific Power. Only low-income households (owners and renters) that are PGE or Pacific Power customers are eligible for the program.
2. **Scope of Work.**
 - A. Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including ORS 757.612 and OAR 813.205. The approved workplan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer ECHO funds in compliance with the following terms and conditions:
 - 1) May use funds for allowable administrative costs in order to provide the services outlined in this agreement.
 - 2) Use Training and Technical Assistance (T&TA) funds for the purposes of Training and Technical Assistance as outlined in ECHO guidelines. Subgrantee reserves the right to submit an OHCS budget change request to have funds moved for the purpose of providing weatherization assistance.
 - 3) Determine priority among program applicants by using at minimum the following criteria and such other criteria as satisfactory to OHCS:
 - a. Households with seniors as defined by those persons over the age of 60.
 - b. Households with disabled members.
 - c. Households with children eighteen years of age and under.
 - 4) Provide allowable weatherization assistance that may include, but is not necessarily limited to weatherization services, baseload, and energy education. Subgrantee and subrecipients may install 100% of cost-effective measures as determined through the use of an OHCS approved computerized auditing tool.
 - 5) Weatherization services and baseload, except for the purposes of Health and Safety, must have a grouped savings to investment ratio (SIR) of 1.0 or greater as determined through the use of an OHCS-approved auditing tool.
 - 6) Maintain a Health and Safety average not to exceed twenty percent (20%) of the subgrantee total program allocation and address Health and Safety issues as required by ECHO guidelines, including but not limited to:
 - a. Using WAP prescribed methods of home analysis to determine existing Health and Safety needs.
 - b. Testing for the presence of carbon monoxide and combustion appliance zone depressurization testing of one hundred percent (100%) of the homes.

- c. Installing Carbon Monoxide alarms in one hundred percent (100%) of homes.
 - d. Addressing Indoor air quality in all weatherized homes by performing pre- and post-blower door tests on one-hundred percent (100%) of homes weatherized and results used to determine the ASHRAE whole building ventilation rates for each home are met through the proper installation of vented exhaust fans with flow controllers in those homes. When providing energy education and/or Baseload services only, ASHRAE Standard 62.2 ventilation standards are optional when no moisture related air quality issues are noted.
 - e. Assessment of existing mold and mildew conditions in one hundred percent (100%) of homes weatherized with ECHO funds.
- 7) May use weatherization funds for the replacement of inefficient appliances as funding sources allow and dispose appliances in accordance with US Environmental Protection Agency (EPA) guidelines.
 - 8) Provide energy education to qualified households through such means that may include, but are not limited to:
 - a. Referral to another department within the subgrantee or subrecipient agency.
 - b. Referral to another agency that provides energy education services.
 - c. As part of the weatherization program. This may include, but is not limited to in-home energy education, or energy education as part of a classroom setting.
 - 9) Maintain a Deferral policy that is satisfactory to OHCS. Once a Deferral is determined by the subgrantee or subrecipient, a "Letter of Service Denial" or "Delay Due to Site Conditions" shall be mailed to the applicant with the specific reason given. Deferral reasons may include, but are not limited to, the following:
 - a. Structurally unsound dwelling.
 - b. Evidence of substantial, persistent infestation of rodents, insects, or other harmful/objectionable animals, which are difficult to control.
 - c. Electrical or plumbing hazards which cannot be resolved prior to, or as a part of, weatherization assistance.
 - d. The presence of raw sewage around or in any part of the dwelling.
 - e. Environmental hazards such as serious moisture problems, friable asbestos, or other hazardous materials, which cannot be resolved prior to or as a part of the weatherization assistance.
 - f. The presence of a dead animal, or animal feces, in any area of the dwelling where program staff must install weatherization measures.
 - g. Excessive debris in and around the dwelling which limits the program staff access to the dwelling.
 - h. Maintenance and housekeeping practices which are negligent to the point of limiting access of program staff to the dwelling.
 - i. An apparent threat of violence or abuse to any program staff member, or any household member, during the weatherization process.
 - j. The presence and/or use of any controlled substance in the dwelling during the weatherization process.
 - k. Dwelling in which the costs of repairs substantially exceed the cost of the weatherization measures.

- l. Major remodeling is in progress, limiting the proper completion of weatherization measures.
 - m. Substantial standing water in or around the crawl space or basement area limiting the proper completion of weatherization measures.
 - n. Proposed weatherization conservation measures will result in minimal energy savings and the cost of these measures have a savings to investment ration (SIR) of less than one (1).
 - o. Uncooperative property owner or tenant who refuses a weatherization measure, refuses to make modifications necessary to permit a measure to be completed, or refuses to allow contractor staff access to dwelling.
 - p. Home is being advertised as being for sale.
- 10) Require their weatherization contractors and weatherization programs have a certified lead safe renovator on staff.
 - 11) Require weatherization staff that provides energy audits and/or inspections in homes to attend health and safety training.
 - 12) Require at least one (1) staff members to be certified as a REM/Design operator. This requirement may be waived at the discretion of the OHCS program coordinator. A waiver shall only be in effect for the length of this contract.
 - 13) Carry an active contractor's license with Construction Contractors Board (CCB). Exceptions are Government Entities, Public Non-Profits, and Tribal Governments.
 - 14) Participate in peer exchange annually if the agency is determined to be "at risk" through the OHCS monitoring process. Agencies participating in peer exchange must follow peer exchange protocols as directed in the ECHO guidelines.
 - 15) Ensure every ECHO unit reported as a "completed unit" receives a final inspection aligning with and meeting the quality specifications outlined in the standard work specifications (SWS) aligned field guide.
 - 16) Ensure every ECHO unit reported as a "completed unit" has a form in the client file that certifies all of the work had a final inspection and that the work met the required standards.
 - 17) Provide subrecipients and/or contractors with technical requirements for field work including audits/testing; installation of energy conservation, health and safety and incidental repair measures; and final inspections. The subgrantee must confirm receipt of those requirements and provide follow-up and clarification upon request. A signature on a contract can serve as proof of receipt. The technical requirements must be clearly communicated and the specifications for work to be inspected must be referenced in subrecipient contracts. Contractors hired by the subgrantee and subrecipient must have agreements that include the same technical requirements referenced above. The work of the contractor must be consistent with the quality specifications outlined in the SWS aligned field guide.

3. Program Specific Reporting

- A Subgrantee shall, and shall cause and shall require its subrecipients by contract to comply with the following program specific reporting requirements:
 - 1) Ensure that data collection and reporting for ECHO funded activities be conducted through the use of the OHCS approved OPUS database or other OHCS designated service data information system and assure that data entry into OPUS occurs in an accurate and timely manner.
 - 2) Submit all reports as required in this agreement including but not limited to the "Weatherization Quarterly Program Report" which is due quarterly by the 20th of January, April, July, and October to OHCS.

- 3) Provide additional reports as needed and requested by OHCS.
- 4) May request a reporting deadline extension when necessary.

4. Performance Measures

- A. Subgrantee shall, and shall cause and shall require its subrecipients by contract to operate its low-income weatherization program in a manner designed to achieve the following performance goals:
- 1) Households served by the low-income weatherization program, utilizing funds from OHCS, should realize an average 12% savings in their annual energy bill due to weatherization improvements as predicted through proper use of an OHCS approved computerized auditing tool.
 - 2) In homes where health and safety issues are identified 70% shall have the issues reduced or eliminated as grant funds allow.

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2019 – 2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 14 CRF RENTAL RELIEF PROGRAM

1. **Description.** Coronavirus Relief Fund (CRF) Rental Relief Program provides federal funds from the U.S. Department of the Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to the Oregon Housing and Community Services for rental assistance during the coronavirus (COVID-19) pandemic. The CARES Act requires payment from the CRF be used to cover expenses that 1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3) were incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.

2. **Scope of Work.**
 - A) Subgrantee shall and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement together with applicable program requirements provided in ORS 458.650. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.

 - B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with the program requirements, including but not limited to the following terms and conditions:
 1. Conduct an initial evaluation to determine eligibility for program services in alignment with existing local Continuum of Care, developed coordinated entry requirements and department program requirements.

 2. Assure that program services are available to low-income households, including but not limited to, veterans, persons more than 65 years of age, disabled persons, farm workers and Native Americans, who meet program eligibility requirements. Populations not defined in Exhibit A, Definitions, shall be defined by Subgrantee.

 3. Conduct eligibility assessment for households who have lost employment or income related to COVID-19, been directly impacted by business closure related to COVID-19, diagnosed or exposed to COVID-19, or displaced or unstably housed as a result of public health measures taken to reduce the spread of COVID-19.

 4. Utilization of program funds to address the specific needs of various homeless subpopulations is allowable. Specific targeting of funds shall not violate any Fair Housing Act or anti-discriminatory requirements.

3. **Program Specific Reporting.**
 - A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all HMIS reports as required in this Agreement. Subgrantee shall and shall cause and shall require its subrecipients to assure that data collection and reporting, which includes personally identifiable information, be conducted through the use of OHCS-approved HMIS. Subgrantee may request a reporting deadline extension when necessary. An extension request shall be approved by OHCS.

B) Reports submitted shall include:

- a. Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (October 20, January 20, April 20, July 20), to include ensuring that requests for funds have been submitted for all fiscal year expenses by July 30 of each fiscal year. Quarterly reports include personally identifiable information and other data collected through HMIS.
- b. Additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goal:
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at time of their exit from the program or project funded by the program.

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2019-2021 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 15 Energy Assistance Stability (EAS) Program -
Coronavirus Relief Fund (CRF)

1. **Description.** Coronavirus Relief Fund (CRF) Energy Assistance Stability (EAS) Program is intended to be responsive to the realities and challenges associated with COVID-19 by providing financial relief to vulnerable households for preventing, preparing for, or responding to COVID-19. These federal funds are provided from the U.S. Department of the Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020 to the Oregon Housing and Community Services for rental assistance during the coronavirus (COVID-19) pandemic. The CARES Act requires payment from the CRF be used to cover expenses that 1) are necessary expenditures incurred due to the public health emergency with respect to the COVID-19; 2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and 3) were incurred during the period that begins on March 1, 2020 and ends on December 31, 2021.
2. **Scope of Work.**
 - A. Subgrantee shall, and shall cause and shall require by contract that its sub-recipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this Agreement, including its local work plan application as approved by OHCS and supplemented herein, together with applicable legal requirements including section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) and the United States Department of the Treasury guidance attached hereto as Attachment 1. The approved work plan application is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its sub-recipients arising under this subsection 2A or otherwise under this agreement.
 - B. Subgrantee shall, and shall cause and shall require its sub-recipients by contract to administer EAS funds in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:
 - 1) Provide bill payment assistance with EAS funds anytime between July 1, 2020 and December 31, 2020 as funding allows.
 - 2) Assure that outreach is performed in a manner which ensures all eligible households are made aware of available EAS assistance. This includes, but is not limited to, placing posters in local and county social service offices, publishing articles in local newspapers, broadcast media announcements, and vendor billing inserts and/or mailings. Subgrantee may also execute interagency agreements with other low-income program offices to perform outreach tasks.
 - 3) Assure that applications for the EAS program are accepted at sites that are geographically accessible to all households across their service area.
 - 4) Ensure that individuals who are “homebound” (physically infirm) shall be provided alternative application methods, including, but not limited to phone, mail and/or home visits.
 - 5) If for any reason an eligible tribal member is unable to access their tribal EAS program (e.g., out of funds, geographically inaccessible, unanticipated hardship) they should be served as any other eligible household. Households affiliated with tribes not receiving EAS funds should be treated as any other applicant. Any deviation from these policies must be approved by OHCS.
 - 6) Assure that households receiving EAS benefits are determined to be eligible based on guidelines

provided by OHCS.

- 7) Use the payment guidelines as outlined in the Energy Assistance Operations Manual, along with supplemental guidelines, to determine EAS benefit levels. Any variation from statewide payment levels must be approved by OHCS.
- 8) Provide any of the following forms of assistance, or a combination thereof, to resolve energy related emergencies:
 - a. Bill payment assistance
 - b. Other emergency services- including, but not limited to, information, referral, coordination of benefits, advocacy, case management and/or other goods and services necessary to relieve immediate threat to health and safety.
- 9) Notify households regarding the amount of bill payment assistance to be provided. Applicants who apply by mail should receive a notice by mail or may be notified by telephone
- 10) Assure that participating home energy suppliers sign and comply with vendor contracts and ensure that no home energy supplier is paid with EAS funds without a signed contract. In cases where a home energy supplier is not under contract, households may be paid directly.
- 11) Authenticate all home energy suppliers paid with EAS funds. A process for authentication (e.g. verifiable tax ID, business documentation) must be outlined and approved in the local work plan application.
- 12) Pay home energy suppliers within 45 days of committing an EAS benefit, unless otherwise specified in the vendor contract.
- 13) Assure that applicants understand and sign a vendor release of information in cases where household information must be obtained from a utility/vendor.

3. Program Specific Reporting

- A. Subgrantee shall, and shall cause and shall require its sub-recipients by contract to, comply with the following program specific reporting requirements:
 - 1) Ensure that data collection and reporting for EAS funded activities be conducted through the use of OHCS approved OPUS database and assure that data entry into OPUS occurs in an accurate and timely manner as satisfactory to OHCS.
 - 2) Submit all reports as required in this agreement and outlined in the Energy Assistance Operations Manual as satisfactory to OHCS. Subgrantee may request a reporting deadline extension when necessary.
 - 3) Provide additional reports as needed or requested by OHCS.

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2021-2023 MASTER GRANT AGREEMENT
Exhibit A, Program Element PE 16
Emergency Solutions Grant Program – COVID-19 (ESG-CV)

1. Description. The Emergency Solutions Grant program - Coronavirus (ESG-CV) provides federal funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020, to support local programs to assist very low-income individuals and families who have been affected by the COVID-19 pandemic, either through illness or from lost or reduced income. Households may be homeless, at risk of homelessness, or experiencing an economic crisis which could lead to homelessness in the future. ESG-CV funds may be used for five program service components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS pursuant to 24 CFR Part 5, subpart F, Part 91 and Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545.

2. Scope of Work.

A) Subgrantee shall, and shall cause and shall require by contract that its subrecipients comply and perform all work to the satisfaction of OHCS, and in accordance with the terms of this agreement, including its local Implementation Report as approved by OHCS, and supplemented herein, together with applicable program requirements including HEARTH Act, 24 CFR Part 576, CFDA 14.231, 42 U.S.C. 11371-11378, OAR 813.145 as amended and ORS 458.505 to 458.545. The approved Implementation Report is incorporated herein by reference. The remaining provisions of this Section 2 are supplemental to, and do not limit the obligations of subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this agreement.

B) Subgrantee shall, and shall cause and shall require its subrecipients by contract to administer the program in a manner satisfactory to OHCS and in compliance with all program requirements, including but not limited to the following terms and conditions:

- 1) Expend no more than the percentage of funds indicated by OHCS (including allowable administrative costs shared with subrecipients) of its program award for allowable administrative costs in order to provide the services outlined in this agreement.
- 2) Conduct an applicant evaluation to determine eligibility for program services in alignment with OHCS and HUD requirements.
- 3) Re-evaluate program participant eligibility and need for program services for homelessness prevention and rapid re-housing in compliance with program requirements.
- 4) May utilize program funds to address the specific needs of various homeless subpopulations. Specific targeting of funds shall be outlined and approved by OHCS in the subgrantee's Implementation Report.
- 5) Comply with Conflict of Interest standards for both individuals and organizations as identified in 24 CFR 576.404(a), 24 CFR 85.36, and 24 CFR 84.42.

3. Program Specific Reporting.

A) Subgrantee shall and shall cause and shall require its subrecipients by contract to submit to the satisfaction of OHCS all reports as required in this agreement. Subgrantee may request a reporting deadline extension when necessary.

B) Reports submitted shall include:

- 1) Quarterly Provider Reports, due 20 days following the end of each fiscal quarter (Oct 20, Jan 20, Apr 20, Jul 20).
- 2) Additional reports as needed or requested by OHCS.

4. Performance Measures.

- A) Subgrantee shall and shall cause and require its subrecipients by contract to administer the program in a manner consistent with program requirements designed to achieve the following performance goals.
- 1) Increased housing stability as measured by the percentage of total program participants who reside in permanent housing at the time of their exit from the program or project funded by the program. Preliminary statewide target is 30%.
 - 2) Increased housing stability as measured by the percentage of program participants who reside in permanent housing (those counted in the above performance goal one) and maintain permanent housing for six months from time of program or project exit. Statewide target is 80%.
 - 3) All other outcome measures indicated on the EPIC Outcome page of the subgrantee's approved Implementation Report.

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January 06, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a revenue agreement with CareOregon for Integrated Care Model Expansions Funds. The amount is \$500,000. Funding is through CareOregon.
No County General Funds are involved.

Purpose/Outcomes	Integrated Care Model Expansion Funds are intended to provide financial support for the construction of the new integrated Sandy Health Center. The objectives are to expand access for CareOregon members, expand the number of visits, and expand access to transportation support.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$500,000.
Funding Source	CareOregon. No County General Funds are involved.
Duration	September 1, 2021 through September 1, 2023
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities by investing funds to support construction of a new health care facility located in Sandy, Oregon.
Counsel Review	December 7, 2021 KR
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	10168

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a revenue agreement with CareOregon. These funds will be used to support construction of a new health care facility located in Sandy, Oregon. This facility will integrate physical, behavioral and dental health services. This new facility will allow CCHCD to expand services to better meet the needs of CareOregon members and to provide transportation support for those members.

This agreement has a maximum value of \$500,000. This agreement is effective September 1, 2021 and terminates September 1, 2023.

RECOMMENDATION:

Staff recommends approval of this agreement.

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

Respectfully submitted,

Rodney Cook

Rodney A. Cook, Director
Health, Housing & Human Services Department

**CareOregon, Inc.
Agreement
Integrated Care Model Expansions**

This Agreement (“Agreement”) is between CareOregon, Inc. (“CareOregon”) and Clackamas County, by and through its Health Centers Division (“Provider”) for the period of September 1, 2021 to September 1, 2023 unless otherwise terminated as stipulated herein and sets forth the understandings and commitments concerning funding and administration of the Integrated Care Model Expansions (“Program”). For purposes of this Agreement, CareOregon and Provider may each be referred to individually as a “Party” and collectively as the “Parties”.

Project: Integrated Care Model Expansions
Provider Contact: Deborah Cockrell
Email:
dccokrell@co.clackamas.or.us

CareOregon Agreement Number: N/A
CareOregon Contact: Brittany Kirkendall
Phone: 503-416-3740
E-mail: paymentmodel@careoregon.org

I. Recitals:

- A. CareOregon is an entity sub-contracted with Health Share of Oregon (“HSO”), a certified Coordinated Care Organization that has entered a Health Plan Services, Coordinated Care Organization Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”), with the state of Oregon, acting by and through the Oregon Health Authority (“OHA”).
- B. As a subcontractor of HSO, CareOregon provides health plan functions for HSO, as contracted for in the CCO Contract, whereby CareOregon serves HSO members enrolled in the Oregon Health Plan (“OHP”).
- C. Provider is contracted with CareOregon under a distinct and separate Provider Services Agreement, whereby Provider provides certain health services to eligible members enrolled in OHP. As stipulated in the Provider Services Agreement, Provider is subject to all the laws, rules, regulations, and contractual obligations that apply to OHP.
- D. The Parties desire to contract with one another such that CareOregon provides financial support to Provider to be invested in the construction efforts of a clinic as further described herein and pursuant to the terms and conditions of this Agreement (“Support Funds”). Both Parties acknowledge funding provided pursuant to this Agreement is separate from any of CareOregon’s other funding.

The foregoing recitals are hereby incorporated by this reference as substantive provisions of this Agreement. NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

II. Project Elements

- A. **Project Description:** CareOregon shall provide financial support to Provider to support construction of a new health care facility that will integrate physical, behavioral, and dental health and will be located in Sandy, Oregon. This new facility will allow Provider to expand services to better meet the needs of CareOregon members, and to provide transportation support for CareOregon members.
- B. **Project Objectives:** The objectives of this Agreement are as follows:
- i. Expand access for newly or currently enrolled and assigned members.
 - ii. Expand the number of member visits.
 - iii. Expand member access to transportation support.

III. Payment and Terms:

- A. CareOregon agrees to disburse to Provider Support Funds in the amount of \$500,000.00 upon receipt of this signed Agreement. The Support Funds shall be comprised of the following line items: \$231,225.00 towards provider stability forgiveness of the amount due CareOregon from Provider for reconciliation of the 2020 Emergency Relief Provider Fund Program Agreement, and \$268,775.00 toward new facility costs.
- i. Provider understands and agrees that it shall use Support Funds solely for this Project. Any costs incurred by Provider which are not eligible for funding under this Agreement shall be the sole obligation of Provider. Provider understands that Support Funds are subject to Provider's compliance with this Agreement.
 - ii. Provider understands and agrees that nothing in this Agreement implies or guarantees ongoing funding or payment beyond the Support Funds authorized under this Agreement. In addition, CareOregon is under no obligation to pay for or participate in any cost increases, change orders, cost overruns, or additional Project expenses of any kind.
- B. To the extent that Provider receives funding from any other third-party granted for the same purpose as contemplated herein which would result in total funding above the current funding gap of \$5,000,000.00, Provider shall repay CareOregon that portion of Support Funds, up to the full amount of \$500,000.00, that is equal to the amount granted by any third-party which exceeds the current funding gap. Provider further agrees to provide CareOregon with a quarterly update regarding any such third-party funding or the lack thereof.
- C. In addition, Provider shall repay CareOregon all or a percentage of funds received for: (1) use of Support Funds by Provider for any purpose other than that which is contemplated by this Agreement; (2) noncompliance with the terms of this Agreement; or (3) any other reason specified in this Agreement. If repayment of any amount is due, Provider shall repay CareOregon

such sum or sums promptly or no later than thirty (30) days after a full accounting of funds is complete.

- D. Provider agrees to continue accepting new patient appointments from CareOregon enrollees either assigned to Provider, or who request access from Provider. In so doing, Provider shall prioritize appointments and services at the constructed facility located in Sandy for CareOregon members.

IV. Reporting Requirements/Auditing/Maintenance of Records

- A. **Reports.** In addition to the reports detailed below, from time to time, CareOregon may request certain information, records, and the submission of certain reports concerning various aspects of this Agreement including progress of the Project, use of Support Funds, compliance with the terms of this Agreement, percentage of the target population served, etc. At the reasonable request of CareOregon, Provider shall provide such information and records, submit such reports, or make its personnel available to discuss aspects of the Project. CareOregon shall provide Provider with reasonable notice along with detailed instructions on any material requested from Provider, should any such request be made.
 - i. Provider will provide semi-annual written reports to CareOregon beginning February 1, 2022 with additional reports due every six (6) months, regarding progress-to-date of Project and the financial administration of the Support Funds through the receipt of temporary certificate of occupancy for the constructed clinic. Provider shall provide CareOregon with a final cumulative written report regarding progress to date and the financial administration of the Support Funds upon receipt of the temporary certificate of occupancy.
 - ii. Provider agrees to meet with CareOregon at a mutually agreed upon time and date should CareOregon request a site visit to review Project progress.
- B. **Maintenance of Records.** Notwithstanding any other clause within this Agreement, Provider shall maintain all receipts, invoices, and the like for any purchases made with Support Funds along with any records that specifically show the use of Support Funds was in compliance with this Agreement.
- C. **Audit.** CareOregon shall have the right to conduct an audit of Support Funds paid through this Agreement. Provider shall make all books, accounting records, and other documents available at the reasonable request of Provider and for a period of three years beyond the Term of this Agreement for inspection by the State, CareOregon, or their authorized designees.

V. General Provisions:

- A. **Term.** This Agreement commences on September 1, 2021 ("Effective Date") and shall remain in effect through September 1, 2023 ("Termination Date") unless otherwise terminated as stipulated herein.
- B. **Termination:**
 - 1. In the event the Provider Services Agreement between Provider and CareOregon terminate, this Agreement shall terminate immediately, and Provider shall repay any amount of Support Funds paid by CareOregon, prorated from the date of termination to the Termination Date of September 1, 2023.

2. Either Party can terminate this Agreement without cause upon providing thirty (30) days prior written notice to the other Party.
 3. Without prejudice to any other remedies available to it at law, either Party shall have the right to terminate this Agreement at any time for cause upon written notice to the other Party.
 - a. For purposes hereof, cause is defined as: (1) the inability to perform the responsibilities hereunder or incompetence demonstrated in performance of responsibilities under this Agreement; (2) reasonable belief that the Principals, defined as an officer, director, owner, partner, agent, employee, subcontractor, contractor, person with management or supervisory responsibilities, or other representative of either Party, or representative(s) of either Party actively participating in performing the responsibilities hereunder have violated any applicable laws, rules, or regulations; (3) fraud, dishonesty, substance abuse, or personal conduct of either Party or its Principals which may harm the business and/or reputation of either Party; (4) reasonable belief that the health, safety, or welfare of a Member or Principal of either Party is threatened; (5) the termination of Provider's Health Care Services Agreement with CareOregon; and (6) a material breach.
 - b. In addition to permitting termination of this Agreement, a material breach committed by Provider shall entitle CareOregon to suspend or recoup all payments made to Provider pursuant to this Agreement and shall entitle CareOregon, at its election, to suspend Provider's participation in any and all CareOregon programs until such time as all material breaches are cured to CareOregon's satisfaction.
 4. This Agreement shall immediately terminate, as appropriate, in the event the services provided pursuant to this Agreement are determined to be funded through a duplicative alternative payment program's revenue source.
 5. Unless prohibited by law, this Agreement may be terminated, in whole or in part, by CareOregon whenever and for any reason CareOregon determines that such termination is in the best interest of CareOregon, the community it services, or the Members it serves.
 6. The Party initiating the termination, under any circumstance, shall render written Legal Notice of termination to the other Party and must specify the provision of this Agreement giving the right to termination, the circumstances giving rise to termination, and the date on which such termination is proposed to become effective.
 7. Upon Termination under any circumstance, any payments not yet made by CareOregon to Provider shall not be made and any remaining balance of payments disbursed to Provider under this Agreement that have not been used for, or committed to, the Program prior to termination must be refunded and repaid promptly to CareOregon. Provider understands and agrees that CareOregon will not be liable for, nor shall payments be made or used for, any services performed after the date of Termination.
- C. Representations and Warranties.
1. **General Warranty.** Provider represents and warrants that Provider, its agents, principals, employees, or representatives possess the knowledge, skill, experience necessary to perform the services contemplated under this agreement and will perform such services

in a timely manner and with the maximum reasonable degree of quality, care, and attention to detail.

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

D. Confidentiality and Marketing.

1. During performance of this Agreement, Provider may be given access to information that relates to CareOregon's business activities, products, services, personally identifiable employee information, or protected health information ("PHI") of Members. All such information shall be deemed "Confidential Information". Provider may use the Confidential Information only in connection with the specific duties authorized pursuant to this Agreement. Provider agrees to protect the confidentiality of all Confidential Information, abide by the Confidentiality provisions within the Provider Services Agreement between CareOregon and Provider, and specifically safeguard the health information of Members.
2. **HIPAA and HITECH.** Both Parties agree to implement and maintain systems that protect PHI, as required by HIPAA and HITECH.
3. Provider agrees to notify CareOregon of any unauthorized use or disclosure of Confidential Information and to take all actions reasonably necessary to prevent further unauthorized use or disclosure thereof.
4. In addition to the above, both Parties agree that all negotiations and related documentation will remain confidential and that no press, news releases, or other publicity release or communication to the general public concerning the obligations contemplated herein will be issued without providing a written copy of the communication to the other Party and receiving the other Party's prior-to seek written approval, unless applicable law requires such disclosure In addition, both Parties agree that they must obtain written permission prior to using the other Party's name, trade name, image, symbol, design, or trademark in any marketing, advertising, or promotional

campaign in any medium or manner. Email approval by CareOregon or the Provider Contact will suffice as written approval.

5. The terms of this Section D. apply to any of Provider's Principals as defined supra and it is Provider's responsibility to assure that all such Principals comply with all such requirements. In addition, the terms of this Section shall survive the expiration or termination of this Agreement.
-
- E. Force Majeure:** Neither Party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence provided such Party gives notice to the other Party, as soon as reasonably practicable, specifying the nature and particulars therefore and the expected duration thereof. Failure of a Party to give notice shall not prevent such Party from relying on this Section except to the extent that the other Party has been prejudiced thereby. Notwithstanding the foregoing, any dates and obligations specified in this Agreement shall be subject to change, without liability on either Party, based on the current information available concerning COVID-19.
 - F. Amendments and Waivers.** No amendment, modification, discharge, or waiver of this Agreement shall be valid or binding without prior written consent (which shall not be unreasonably withheld) of the Party against whom enforcement of the amendment, modification, discharge, or waiver is sought. A waiver or discharge of any of the terms and conditions hereof shall not be construed as a waiver or discharge of any other terms and conditions hereof.
 - G. Contact.** Provider agrees that the Provider Contact named above is responsible for all aspects of the Agreement, including monitoring progress and performance, obtaining all necessary data and information, and notifying CareOregon of any significant obstacles or delays. Provider will notify CareOregon if the Provider Contact changes.
 - H. Insurance.** Provider agrees to maintain at all times during this Agreement and at their own cost and expense, commercial general liability insurance, errors and omissions insurance, and workers compensation insurance coverage in amounts standard to its industry. If the Oregon Tort Claims Act is applicable to either CareOregon or the Provide, this section is modified by its terms.
 - I. Indemnity; Defense.** Each party agrees to waive any claims, losses, liability, expenses, judgements, or settlements (referred to herein as "Claims") against the other Party for any claims arising out of or related to Services under this Agreement which result from the non-waiving Party's own negligence. Further, each party hereby agrees to defend, indemnify and hold harmless the other party, its officers, directors, and employees from and against third party claims, loss, liability, expense, judgements or settlement contribution arising from injury to person or property, arising from negligent act or omission on its part or its officers, directors, volunteers, agents, or employees in connection with or arising out of: (a) services performed under this Agreement, or (b) any breach or default in performance of any such party's obligations in this Agreement including, without limitation, any breach of any warranty or representation. In the event that either party, its officers, directors, or employees are made a party to any action or proceeding related to this Agreement then the indemnifying party, upon notice from such party, shall defend such action or proceeding on behalf of such party at

the indemnifying party's sole cost and expense. Each party shall have the right to designate its own counsel if it reasonably believes the other party's counsel is not representing the indemnified party's best interest. Indemnification duties under this Agreement shall be at all times limited by the tort claim limits provided in the Oregon Tort Claims Act and the Oregon Constitution. This indemnity shall survive termination of this Agreement.

- J. **Compliance and Licensure.** Provider and CareOregon shall, at all times during the term of this Agreement comply with all applicable federal, state, and local laws, rules and regulations, and shall maintain in force any licenses and obtain applicable permits and consents required for performance of services under this Agreement. The Parties shall provide to each other copies of such applicable current valid licenses and/or permits upon request. The Parties represent and warrant that, to the best of their knowledge, officers, directors, employees, subcontractors, agents and other representatives are not excluded from participating in any federal health care programs, as defined under 42 U.S.C. 1320-a7b (f), and to their knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other of the commencement of any such exclusion or investigation with seven (7) business days of first learning of it. The parties represent that it and its employees are not excluded from Federal healthcare programs and is not included in the Office of Inspector General (OIG) and General Services Administration (GSA) exclusion lists. Additionally, if an employee is identified to be on such lists, that employee will immediately be removed from any work related directly or indirectly to all work pursuant to this Agreement. The parties shall have the right to immediately unilaterally terminate this Agreement upon learning of any such exclusion and shall keep each other apprised of the status of any such investigation.
- K. **Relationship of the Parties.** CareOregon and Provider are independent entities who are contracting with each other solely for the purpose of effecting the provisions of this Agreement for services. No provision of this Agreement is intended to create nor shall be construed to create an employment, agency, joint venture, partnership, or any other business or corporate relationship between the Parties hereto other than that of independent-contractors.
- L. **No Third-Party Benefit.** This Agreement shall not create any rights in any third parties who have not entered into this Agreement, nor shall this Agreement entitle any such third party to enforce any rights or obligation that may be possessed by such third party.
- M. **Assignment or Delegation.** Except as otherwise specifically provided for herein, the Parties shall not assign or delegate any or all of their rights or responsibilities under this Agreement without the prior written consent of the other party.
- N. **Governing Law.** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Entire Agreement. This Agreement contains a full and complete expression of the rights and obligations of the Parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the Parties regarding any of the subject matter contained herein. This Agreement may be modified only in writing, signed by the Parties hereto.

<signature page to follow>

**Agreed to on behalf of Clackamas County,
by and through its Health Centers Division:**

Signature

Name: _____

Title: _____

Date: _____

Agreed to on behalf of CareOregon, Inc.:

Signature

Name: Teresa Learn

Title: Chief Financial Officer

Date: _____

January 6th, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to funding opportunity OHA COVID-19 School-Based Health and Recovery Funding 21-23. Award amount will be up to \$150,000. Funding is through Oregon Health Authority (OHA).
No General County Funds are involved.

Purpose/Outcomes	Funding will support School-Based Health Center (SBHC) Medical Sponsors to increase workforce and staffing capacity to serve school-aged youth, their families, and school communities through COVID-19 response and recovery.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$150,000.
Funding Source	Oregon Health Authority (OHA). No County General Funds are involved.
Duration	Effective January 1, 2022 and terminates June 30, 2023
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities by investing funds to ensure people with behavioral health service needs have expanded access to timely, culturally and linguistically appropriate services in a SBHC site.
Counsel Review	No previous Board action.
Procurement Review	<ol style="list-style-type: none"> 1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity OHA COVID-19 School-Based Health and Recovery Funding 21-23 issued by Oregon Health Authority (OHA). Health Centers will utilize the funds to hire a new 1.0FTE BHC that would bridge services over holidays and school breaks, provide Zero Suicide support, and do intakes for the MHS in order to maximize their time with clients.

This Agreement has a maximum value of \$150,000. It is effective January 1, 2022 and terminates June 30, 2023.

RECOMMENDATION:

Staff recommends the Board approval.

Healthy Families. Strong Communities.

Respectfully submitted,

Rodney Cook

Rodney A. Cook, Director
Health, Housing & Human Services Department

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

Award type: Direct Appropriation (no application)
 Subrecipient Award Direct Award

Lead Department & Fund:

MHS Health Centers Division Fund 253

Award Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only. If Direct Appropriation, complete page 1 and Dept/Finance signatures only.

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

COVID-19 School-Based Health and Recovery Funding 21-23

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Ben DeGiulio

Requestor Contact Information:

bdegiulio@clackamas.us or 503-723-4819

Department Fiscal Representative:

Jennifer Stone

Program Name and prior project # (please specify):

MRF 4C0503 (Pediatrics)

Brief Description of Project:

Funding will support School-Based Health Center (SBHC) Medical Sponsors to increase workforce and staffing capacity to serve school-aged youth, their families, and school communities through COVID-19 response and recovery. Funding must be expended between January 2022 and June 2023. Health Centers is proposing to utilize the funds for a new 1.0 BHC that would bridge services over holidays and summer, provide Zero Suicide support, and do intakes for the MHS in order to maximize their time with clients.

Name of Funding Agency:

Oregon Health Authority (OHA) - SBHC State Program Office

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

OR

Application Packet Attached: Yes No

Completed By:

Jennifer Stone

11.17.2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

N/A

Funding Agency Award Notification Date:

December 2021

Announcement Date:

10/14/2021

Announcement/Opportunity #:

N/A

Grant Category/Title:

COVID-19 School-Based Health and

Max Award Value:

150,000.00

Allows Indirect/Rate:

N/A

Match Requirement:

N/A

Application Deadline:

11/19/2021

Other Deadlines:

N/A

Award Start Date:

January 2022

Other Deadline Description:

N/A

Award End Date:

June 2023

Completed By:

Jennifer Stone

Program Income Requirement:

N/A

Pre-Application Meeting Schedule:

11-15-2021 via email

Additional funding sources available to fund this program? Please describe: Program income generated through patient/client visits.

How much General Fund will be used to cover costs in this program, including indirect expenses? N/A

How much Fund Balance will be used to cover costs in this program, including indirect expenses? N/A

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

Mission/Purpose:

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

Proposal increases capacity directly by having staff to reach out and connect with students and family in a more immediate fashion to address needs as they arise from a number of sources (i.e. school staff, provider referrals, parents, counselors).

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

None, Health Centers operates the five SBHC's in Clackamas County.

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

Increase workforce and staffing capacity to serve school-aged youth, their families, and school communities through COVID-19 response and recovery.

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

Yes, MFR 400503.

Organizational Capacity:

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

Health Centers has adequate capacity to provide these services.

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

No partnerships required.

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

This is not a pilot project.

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

This grant will not create a new program.

Collaboration

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

N/A

Reporting Requirements

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

N/A

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

N/A

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

N/A

Fiscal

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

Yes, the cost to administer will be minimal.

2. Are other revenue sources required, available or will be used to fund the program? Have they already been secured? Please name other sources, including General Fund or Fund Balance and amounts.

No other revenue sources will be required.

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

N/A

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

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Ben DeGiulio

11-18-2021

Name (Typed/Printed)

Date


Signature


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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	11.18.2021	Deborah Cockrell
Name (Typed/Printed)	Date	Signature
Digitally signed by Deborah Cockrell Date: 2021.11.18 15:18:43 -08'00'		

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rodney A. Cook	11/29/21	
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	12.2.2021	
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. If your grant is awarded, all grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

January 6, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #06 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs. Amendment adds \$98,582.78 to the Agreement, increasing the maximum value to \$9,238,209.62. Funding through the State of Oregon, Oregon Health Authority.

No County General Funds involved.

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$98,582.78 to the Agreement for Aid and Assist Client Services, increasing the maximum agreement value to \$9,238,209.62.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective July 1, 2021 and terminates December 31, 2021.
Previous Board Action	2021 Intergovernmental Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4; Amendments #01 through #02 reviewed and approved June 24, 2021, Agenda Items 062421-09 and 062421-A20 respectively; Amendment #03 July 15, 2021, Agenda Item 071521-A14; Amendments #04 and #05 July 29, 2021, Agenda Items 072921-A2 and 072921-A3, respectively.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through the provision of mental health and substance use services.
Counsel Review	Reviewed and approved December 6, 2021 Kathleen Rastetter
Procurement Review	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #06 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program

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Clackamas.us/h3s

funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #06 adds funds for Aid & Assist Client Services (MHS 4 Services). MHS 4 Services provide restoration services and periodic assessment of a defendant's capacity to stand trial as required in ORS 161.370 while the defendant resides in the community.

This Amendment is effective July 1, 2021 and terminates December 31, 2021, and adds \$98,582.78 to the value of the Agreement.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Rodney Cook".

Rodney A. Cook, Director
Health, Housing & Human Services Department

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

**SIXTH AMENDMENT TO
 OREGON HEALTH AUTHORITY
 2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
 HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM
 GAMBLING SERVICES AGREEMENT #166036**

This Sixth Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County 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.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. 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.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

By:

Authorized Signature Printed Name

Title Date

Approved as to form: *Kathleen Rastetter* 12/6/2021
State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name

Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name

Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of

ATTACHMENT 1

EXHIBIT C

Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0518
 CONTRACT#: 166036
 CONTRACTOR: CLACKAMAS COUNTY
 INPUT CHECKED BY: _____ DATE CHECKED: _____
 PROJECT: _____ EFFECTIVE DATE: _____
 SE# FUND CODE CPMS PROVIDER DATES CHANGE/TYPE RATE

SE#	FUND CODE	CPMS PROVIDER	DATES	CHANGE/TYPE	RATE	STARTUP PART DOLLARS ABC	PART IV CD	PAAF	BASE	CLIENT CODE	SE#
CALENDAR YEAR: 2021											
4	804	RAP	7/1/2021 - 12/31/2021	0 /N/A	\$0.00	\$0.00	A	1	N		
TOTAL FOR SE# 4						\$98,582.78					
TOTAL FOR 2021						\$98,582.78					
TOTAL FOR M0518						\$98,582.78					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 12/03/2021

Contract#: 166036
REF#: 007

REASON FOR FAAA (for information only):

Aid and Assist Client Services (MHS 04) funds are awarded by the Legislature to increase resources for providing community-based competency restoration with required reporting.

January 6, 2022

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement (IGA) with the University of Baltimore to accept a Grant Subaward for Combating Overdose through Community-Level Intervention Initiative (COCLI). Contract Maximum value is \$233,457.00.

No County General Funds are involved.

Purpose/Outcomes	This IGA is for Clackamas County Public Health (CCPHD) to accept the grant award.
Dollar Amount and Fiscal Impact	Contract Maximum value is \$233,457.00
Funding Source	University of Baltimore Combating Overdose through Community-Level Intervention Initiative (COCLI) grant. No County General Funds are involved.
Duration	December 1, 2021 – November 30, 2022.
Strategic Plan Alignment	1. Improved community safety and health. 2. Ensure safe, healthy and secure communities.
Previous Board Action	The Board previously approved the request to apply on October 28, 2021
County Counsel	County Counsel reviewed on 12/15/20 KR
Procurement Review	Was this processed through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> This is a grant.
Contact Person	Philip Mason-Joyner, Public Health Division, Director 503.742.5956
Contract No.	10519

BACKGROUND:

Clackamas County Public Health Division (CCHPD) of the Health, Housing & Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with the University of Baltimore to accept a Grant Subaward for Combating Overdose through Community-Level Intervention Initiative (COCLI).

This grant will be used to expand the capacity of Project Hope, which will enable additional overdose prevention and care coordination services in Clackamas County. This project will include collaborative efforts between divisions in Health, Housing & Human Services (Public Health, Behavioral Health and Health Centers), law enforcement and community paramedics from Clackamas Fire.

This IGA has a maximum value of \$233,457.00. This Agreement is effective December 1, 2021 and will terminate on November 30, 2022.

Recommendation

We recommend approval of this Agreement.

Respectfully submitted

Rodney Cook

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

FDP Cost Reimbursement Subaward

Federal Awarding Agency:

Pass-Through Entity (PTE):

Subrecipient:

PTE PI:

Sub PI:

PTE Federal Award No:

Subaward No:

Project Title:

Subaward Period of Performance (Budget Period):

Start: End:

Amount Funded This Action (USD): \$

Estimated Project Period (if incrementally funded):

Start: End:

Incrementally Estimated Total (USD): \$

Terms and Conditions

1. PTE hereby awards a cost reimbursable Subaward, (as determined by 2 CFR 200.330), to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), breakdown by major cost category, Subaward number, and certification, as required in 2 CFR 200.415(a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's _____ Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's _____ Contact, as shown in Attachment 3A, not later than 60 days after the _____. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's _____ Contact and the Subrecipient's _____ Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget _____. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's _____ Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice. PTE notice shall be directed to the _____ Contact, and Subrecipient notice shall be directed to the _____ Contact as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations, and requirements.

By an Authorized Official of the PTE:

By an Authorized Official of the Subrecipient:

 Name: Date
 Title:

 Name: Date
 Title:

Attachment 1

Certifications and Assurances

Subaward Number:

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 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.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

Required Data Elements

The data elements required by Uniform Guidance are incorporated

Awarding Agency Institute (If Applicable)

Federal Award Issue Date FAIN CFDA No.

This Subaward Is:

CFDA Title

Research & Development

Subject to FFATA

Key Personnel Per NOA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:
2. 2 CFR 200
3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:
4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

except for the following :

 - a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
 - b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
 - c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
 - d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
 - e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income:

Special Terms and Conditions:

Data Sharing and Access:

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and/or access requirements as reflected in the NOA or the Federal Awarding Agency's standard terms and conditions as referenced in General Terms and Conditions 1-4 above.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Copyrights:

to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

No Human or Vertebrate Animals

Human Subjects Data (Select One)

Additional Terms

Attachment 3A
Pass-Through Entity (PTE) Contacts

Subaward Number:

PTE Information

Entity Name:

Legal Address:

Website:

PTE Contacts

Central Email:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name:

Email:

Telephone Number:

Email invoices? Yes No Invoice email (if different):

Authorized Official Name:

Email:

Telephone Number:

PI Address:

Administrative Address:

Invoice Address:

Attachment 3B
Subrecipient Contacts

Subaward Number:

Subrecipient Information for [FFATA](#) reporting

Entity's UEI/DUNS Name:

EIN No.:

Institution Type:

UEI/DUNS:

Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No *(if no, complete 3Bpg2)*

Parent UEI/DUNS:

This section for U.S. Entities: Zip Code [Look-up](#)

Place of Performance Address

Congressional District: Zip Code+4:

Subrecipient Contacts

Central Email:

Website:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:

Attachment 3B-2
Highest Compensated Officers

Subaward Number:

Subrecipient:

Institution Name:

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4 Reporting and Prior Approval Terms
--

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

Monthly technical/progress reports will be submitted to the PTE's _____ within _____ days of the end of the month.

Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's _____.

Annual technical / progress reports will be submitted within _____ days prior to the end of each budget period to the PTE's _____. Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.

A Final technical/progress report will be submitted to the PTE's _____ within _____ days of the end of the Project Period or after termination of this award, whichever comes first.

Technical/progress reports on the project as may be required by PTE's _____ in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Other Reports:

In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's _____ within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's _____ within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.

A negative report is required:

Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Additional Technical and Reporting Requirements:

Subaward Number:

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

Below Attached, pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information Indirect Cost Rate (IDC) Applied %	Cost Sharing
Rate Type:	If Yes, include Amount: \$

Budget Details

Below Attached, pages

Budget Totals

Direct Costs \$

Indirect Costs \$

Total Costs \$

All amounts are in United States Dollars

Attachment 6

Notice of Award (NOA) and any additional documents

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

Subaward Acceptance Form

Subaward Number:	01
Sub-recipient:	Clackamas County Public Health Division
Project Title:	Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery
Award Period:	12/1/2021 – 11/30/2022

This Subaward is hereby made for financial assistance by the University of Baltimore in accordance with the

Combating Overdose through Community-level Intervention Notice of Funding Availability.

This Subaward is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the Office of National Drug Control Policy.

This Subaward incorporates all the information, conditions, representations and certified assurances contained in the subaward application.

The Subaward shall become effective as of the start date of the Subaward, unless otherwise specified, and upon submission via email to OSR@ubalt.edu, no later than **January 7, 2022**, of a fully executed copy of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Subaward. Copies and faxes are acceptable.

For the Center for Drug Policy and Enforcement:



Executive Director
Center for Drug Policy and Enforcement

SUB-RECIPIENT ACCEPTANCE

Signature of Authorized Official

Gary Schmidt, County Administrator

Date

Notifications of Project Commencement

Subaward Number	01
Sub-Recipient:	Clackamas County Public Health Division
Project Title:	Project Hope: Recovery supports for overdose survivors and those navigating the road to recovery
Implementing Agency	Clackamas County Public Health Division
Award Period:	12/1/2021 – 11/30/2022

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted via email within thirty (30) calendar days after receiving your subaward packet.

No Requests for Funds will be processed until this notification of Project Commencement has been signed and received.

Authorized Official	Name: Rodney A. Cook Phone: 503-650-5677 Email: Rodcoo@clackamas.us
----------------------------	---

Program Director	Apryl L. Herron Name: Apryl Herron Phone: 503-577-8142 Email: aprylHer@clackamas.us
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Fiscal Officer	Name: Sherry Olson Phone: 503-742-5342 Email: SOlson4@co.clackamas.or.us
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Award Information Verification – Please Initial Appropriate Selections:

<u>ALH</u>	All information on this form is correct and project will commence on time. Project Director signs below.
<u>ALH</u>	If the contact information for all the staff on this form is not correct. You must submit a Subaward Modification that provides a justification and indicated all changes/revisions.
<u>ALH</u>	If the project will not commence within forty-five (45) calendar days of the beginning of the award period, December 1, 2020, you must submit a Subaward Modification. Subaward Modification must provide justification and indicate all changes.

Signed: Apryl L. Herron Date: 12/22/2021
Project Director (Program Director is Preferred, Fiscal Officer or Authorized Official if Project Director is unavailable)

Printed Name: Apryl L. Herron Phone: 503-577-8142

**Budget Certification
Non-Supplanting**

The **Public Health Program Manager, Management Analyst Senior, and Epidemiologist position** does not supplant any part of the **Clackamas County Public Health Divisions (applicant or implementing organization)** budget. ONDCP funds for this position(s) do not replace funds that have been appropriated for the same purpose.

Each of these positions is dedicated to the Combating Opioid Overdose through Community-level Intervention project as described in the budget narrative for FTE allocations and functions.

The ONDCP-funded position(s) would be terminated if the funding were not available.

There is no alternative funding available to support the salary(ies) and benefits for these positions for this project.

Sherry L. Olson  Digitally signed by Sherry L.
Olson
Date: 2021.12.22 11:47:36 -08'00'

Sherry Olson Date
Title: Business Services Manager

January 6, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Subrecipient Grant Agreement Amendment #5 with Ant Farm, Inc., to
Provide CARES Funded Rent Assistance Services
No County General Funds are Involved

Purpose/Outcome	Approval of subrecipient agreement Amendment #5 with Ant Farm, Inc., to provide rent assistance to households impacted by the COVID-19 crises.
Dollar Amount and Fiscal Impact	Amendment #5 adds a total of \$2,122,431 of COVID rental assistance funds from Federal grants for a contact total of \$11,442,019.
Funding Source	State Supporting Tenants Access Rent Relief (STARR) Funds through the Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9 with Oregon Housing and Community Services, Federal Emergency Rental Assistance (F-ERA) funding through US Dept. of Treasury and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. No County General Funds are involved.
Duration	Upon signature to June 30, 2022 with additional eligible expenditure periods specific to each funding source.
Previous Board Action/Review	Approval of agreement on 8/6/20 and Amendment #1 on 11/5/20 110512-A8. Amendment #2, approval of non-substantive change by Department. Amendment #3 approved by County Administrator 4.1.21, Amendment #4, approval of non-substantive change by Department
Strategic Plan Alignment	1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	The amendment was approved by Counsel on 12/22/21 KR

Procurement Review	Was the item processed through Procurement? N/A- this is a subrecipient agreement.
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	Subrecipient Grant Agreement #21-003, H3S#9832

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests the approval of subrecipient grant agreement Amendment #5 to Ant Farm, Inc. to provide rent assistance to households impacted by the COVID-19 crises.

Ant Farm, Inc. provides youth and family services in NE Clackamas County and receives referrals for services for residents of Sandy, Estacada and the surrounding rural areas for housing assistance, money management and other programs. Under this agreement, Ant Farm will receive referrals from Clackamas County’s Coordinated Housing Access program, to determine eligibility and provide rental assistance payments on behalf of eligible households impacted by the COVID-19 pandemic crises. Ant Farm has already successfully delivered over \$6.7 million in rental assistance funding to households in Clackamas County.

Funding for the Agreement is from HB 4401 & SB 5731 through Oregon Housing and Community Services’ Master Grant Agreement 19-21, #5084 (H3S#9302), Amendment #9, and from the Federal CARES Act through Federal Emergency Rental Assistance (FERA) funding through US Dept. of Treasury and Community Development Block Grant (CDBG) through U.S. Department of Housing and Urban Development. This amendment adds \$2,532,377 in FERA funds and reduces CDBG by \$409,946 based on availability of funds. No County General Funds are involved.

The Amendment was approved by Finance and County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment, and authorization for Tootie Smith, Board Chair, to sign.

Respectfully submitted,



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

Subrecipient Amendment (FY 21-22)
Clackamas County, Department of Health, Housing and Human Services

Subrecipient Agreement Number: 21-003 Board Order Number:
Department/Division: H3S, Social Services Division Amendment No. 5
Subrecipient: AntFarm, Inc. Amendment Requested By: Brenda Durbin

Approved to Form:

 12/22/2021
County Counsel Dated

Changes: Scope of Service Agreement Budget
 Agreement Time Other:

Justification for Amendment:

This Amendment #5 is entered into between AntFarm, Inc. ("Subrecipient") and Clackamas County ("County") and shall become part of that Subrecipient Grant Agreement ("Agreement") entered into between both parties on January 6, 2022. The purpose of this Amendment #5 is to grant additional federal rental assistance funds during the coronavirus pandemic and change the period of performance as follows:

Adds \$2,532,377 for Federal Emergency Rental Assistance funds

Reduces Community Development Block Grant COVID funds by \$409,946 due to the availability of additional Federal Rental Assistance funds.

This Amendment #5 is effective upon signature and continues through June 30, 2022.

Except as amended hereby, all other terms and conditions of the Agreement 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 for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **December 31, 2021**, 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 for expenses approved in writing by COUNTY relating to the project incurred no earlier than **July 1, 2020** and not later than **June 30, 2022**, subject to any additional eligibility period restrictions contained in the Exhibits to this Agreement, 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. The maximum, not to exceed, grant amount COUNTY will pay is \$9,319,588. This is a cost reimbursement grant with an initial advancement and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:

- \$1,837,125: CARES Act (Catalog of Federal Domestic Assistance [CFDA] #: 21.019; FAIN not provided) issued to COUNTY by the U.S. Department of the Treasury
- \$5,755,891: CARES Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury
- \$1,098,305: State Supporting Tenants Accessing Rental Assistance (STARR) funding from the State of Oregon Housing and Community Services Department through COUNTY's Master Grant Agreement #5084.
- \$628,267: Community Development Block Grant (CDBG COVID) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.

Advancements will only be made on the rental assistance portion of the budget.

TO READ:

4. Grant Funds. The maximum, not to exceed, grant amount COUNTY will pay is **\$11,442,019**. This is a cost reimbursement grant with an initial advancement and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Payment Request and Exhibit E: Monthly/ Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment or repayment of any funds advanced, together with any other remedy available to COUNTY under this Agreement, at law, or in equity. COUNTY's funding for this Agreement is as follows:

- \$1,837,125: CARES Act (Catalog of Federal Domestic Assistance [CFDA] #: 21.019; FAIN not provided) issued to COUNTY by the U.S. Department of the Treasury
- **\$8,288,268: Consolidated Appropriations** Act (CFDA #: 21.023) issued to COUNTY by the U.S. Department of the Treasury
- \$1,098,305: State Supporting Tenants Accessing Rental Assistance (STARR) funding from the State of Oregon Housing and Community Services Department through COUNTY's Master Grant Agreement #5084.
- **\$218,321**: Community Development Block Grant (CDBG COVID) (CFDA #: 14.218; FAIN: B20-UW-410001) issued to COUNTY by the U.S. Department of Housing and Urban Development, Office of Community Planning and Development.

Advancements will only be made on the rental assistance portion of the budget.

AMEND:

Exhibit B: Subrecipient Program Budget

Eligible program expenses may be incurred for an amount not to exceed Nine Million, Three Hundred Nineteen Thousand and Five Hundred Eighty Eight Dollars (\$9,319,588) from April 1, 2020 to December 31, 2021, subject to any additional eligibility period restrictions listed in Exhibit A.

This amount includes:

1. State Funded CARES Rent Assistance through Oregon Housing & Community Services,
Eligible expenditure period is July 1, 2020 to December 30, 2020:
 - o \$1,597,500 for eligible participant expenses
 - o \$239,625 for program delivery (staff salaries, benefits and taxes, not to exceed 15% of eligible participant expenses)

2. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through June 30, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is upon signature of Amendment #3 to June 30, 2021, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

3. Federal Emergency Rental Assistance (ERA)
Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through December 31, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.

Eligible expenditure period for administration and program delivery is upon signature of Amendment #3 to December 31, 2021, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

4. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must

comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds.

Budget Line Items	Federal funds – CARES ACT (U.S. Dept of Treasury)	State funds - STARR Budget	Federal funds - ERA Budget	Federal Fund- CDBG COVID Budget
Program Delivery (Includes staff salaries, benefits, taxes).	\$239,625	\$173,417	\$260,317	\$628,267
Administration		\$231,222	\$289,241	0
Rent Assistance	\$1,597,500	\$693,667	\$5,206,333	0
Total	\$1,837,125	\$1,098,305	\$5,755,891	\$628,267

TO READ:

Exhibit B: Subrecipient Program Budget

Eligible program expenses may be incurred for an amount not to exceed **Eleven Million, Four Hundred Forty Two Thousand and Nineteen Dollars (\$11,442,019)** from **July 1, 2020 to June 30, 2022**, subject to any additional eligibility period restrictions listed in Exhibit A.

This amount includes:

1. State Funded CARES Rent Assistance through Oregon Housing & Community Services, Eligible expenditure period is July 1, 2020 to December 30, 2020:
 - o \$1,597,500 for eligible participant expenses
 - o \$239,625 for program delivery (staff salaries, benefits and taxes, not to exceed 15% of eligible participant expenses)

2. Supporting Tenants Accessing Rental Assistance Program (STARR) –State funded
 Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through June 30, 2021, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for Amendment #3.

Note: Except when eligible clients are only eligible for Federal Emergency Rental Assistance (“ERA”), and not eligible under STARR, the STARR funds must be used.

Eligible expenditure period for SUBRECIPIENT program delivery and administration is upon signature of Amendment #3 to June 30, 2021, and budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred.

Eligible expenditures must comply with all applicable state requirements, as amended, including Exhibits K, L, & M. SUBRECIPIENT must comply with Subrecipient Requirements as identified in COUNTY’S 19-21 Master Grant Agreement #5084 issued by the State of Oregon through its Housing & Community Services Department, incorporated into this Agreement by reference and available upon request. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at State of Oregon Housing & Community Services Department website: <https://www.oregon.gov/ohcs/for-providers/Pages/program-compliance-forms.aspx>

3. Federal Emergency Rental Assistance (ERA)

Eligible expenditure period for client rent assistance includes payment of arrears incurred after April 1, 2020 through **June 30, 2022**, per budget amounts as shown in table below. Payment of rent assistance by SUBRECIPIENT is eligible for reimbursement for payments made after signature of both parties for **Amendment #5**.

Eligible expenditure period for administration and program delivery is **July 1, 2020 to June 30th, 2022**, and budget amounts as show in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements, as amended by the U.S. Department of Treasury, including Exhibits H, I, & J. SUBRECIPIENT shall check and comply with all requirements, as may be subsequently updated, at U.S. Treasury website <https://home.treasury.gov/policy-issues/cares/emergency-rental-assistance-program>

4. Community Development Block Grant CARES (CDBG COVID)

Eligible expenditure period for program delivery for CDBG funds is January 1, 2021 to December 31, 2021, and according budget amounts as shown in table below. Program delivery and administration will be billed based on actual expenditures incurred. Eligible expenditures must comply with all applicable federal requirements and as identified in Exhibit N: Compliance Requirements: Community Development Block Grant (CDBG COVID) Funds.

Budget Line Items	Federal funds – CARES ACT (U.S. Dept of Treasury) Assistance Listing: 21.019	State funds - STARR Budget	Federal funds - ERA Budget Assistance Listing: 21.023	Federal Fund- CDBG COVID Budget Assistance Listing: 14.218
Program Delivery (Includes staff salaries, benefits, taxes).	\$239,625	\$173,417	\$882,506	\$218,321
Administration		\$231,222	\$480,260	0
Rent Assistance	\$1,597,500	\$693,667	\$6,925,502	0
Total	\$1,837,125	\$1,098,305	\$8,288,268	\$218,321

AntFarm Inc.

Subrecipient Agreement 21-003 – Amendment # 5

Page 6 of 7

(Signature Page Follows)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #5 to be executed by their duly authorized officers.

SUBRECIPIENT

Ant Farm, Inc.

By: 2 Foxes Singing
Authorized Signature
Two Foxes Singing (Nunpa), Executive Director

12/16/2021

Dated

CLACKAMAS COUNTY

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

County Signatures:

Tootie Smith, Chair Dated

Recording Secretary Dated



January 6, 2022

Board of County Commissioners
Clackamas County

Members of the Board:

Resolution to support designation of the
Clackamas County Rural Renewable Energy Development Zone (RREDZ)

Purpose/Outcome	Approve a resolution to designate the Clackamas County Rural Renewable Energy Development Zone (RREDZ).
Dollar Amount and Fiscal Impact	The fiscal impact would be limited to abatement of property taxes on the new investment portion of an RREDZ application, and only for the eligible portion of the new investment, up to five years.
Funding Source	Applicants pay an application fee of 0.1% of the proposed total investment.
Duration	Upon approval by Business Oregon, the RREDZ will be in effect until June 30, 2032.
Previous Board Action/Review	BCC approved moving forward with application submittal to Business Oregon for RREDZ designation during Administrator Issues on July 27, 2021.
Strategic Plan Alignment	1. Approval of the RREDZ resolution aligns with the BCS strategic goal to create living wage jobs as the incentive promotes new investment in rural areas of the County. 2. Approval of the RREDZ resolution aligns with the County's goal to grow a vibrant economy. Promotion of alternative energy options is complimentary to the goals of the Climate Action Plan.
Counsel Review	County Counsel Review Date: October 5, 2021 1. Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? No This is a resolution, therefore is not subject to Procurement oversight.
Contact Person	Cindy Moore, Economic Development Coordinator, 971-284-1002
Contract No.	No BCS contract number required as this is a resolution.

BACKGROUND:

The RREDZ incentive is a standard (3- to 5-year) exemption on qualified property available in any enterprise zone; however, in a RRED Zone it is only for renewable energy activities (which would also be eligible in an enterprise zone).

RRED Zones offer an incentive to encourage new investments that either:

- Harness wind, geothermal, solar, biomass or other unconventional forms of energy in Oregon to generate electricity, or
- Produce, distribute, or store any of a wide variety of biofuels.

The total amount of property (among one or more projects) that can qualify for an exemption is subject to a locally-set cap with each RRED Zone. For the Clackamas County RREDZ the cap is set at \$250M. Throughout Oregon, a city, county or several contiguous counties can set up a RRED Zone that covers all the territory in the jurisdiction(s) outside the urban growth boundary (UGB) of any metropolitan area or sizeable city. In Clackamas County, this excludes any area within the UGB of a metropolitan region or city with a population of 30,000 or more.

In order for the Clackamas County RRED zone to receive designation, a resolution must be submitted by Clackamas County to Business Oregon. The designation is valid for ten years.

Notice has been distributed to the taxing districts in the proposed boundary. During the comment period, staff received a general inquiry phone call from Canby Fire and one email from the City of Molalla regarding zoning impacts, of which there are none. Both questions were answered by staff. No formal comments were received from the taxing districts for consideration by the BCC.

It has been confirmed by Business Oregon that Clackamas County does have final authority to submit the designation request. No resolutions are required from the cities.

Once the RREDZ resolution is adopted, staff will submit the RREDZ designation application to Business Oregon for final approval.

RECOMMENDATION:

Staff respectfully recommends approval of the Resolution to support the designation of the Rural Renewable Energy Development Zone.

ATTACHMENTS:

Exhibit A: Resolution

Exhibit B: Proposed RREDZ boundary map

Respectfully Submitted,



Sarah Eckman, Interim Director
Business & Community Services

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of establishing rural
Clackamas County as a Rural Renewable
Energy Development Zone



RESOLUTION NO. _____
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WHEREAS, Oregon Revised Statutes (“ORS”) 285C.350 to 285C.370 provide for the designation of “Rural Renewable Energy Development Zones” (hereinafter RREDZ’s) by request of a single city, a single county or multiple counties, to encompass the entire rural area of the jurisdiction(s), for purposes of offering the standard property tax abatement of an enterprise zone to the qualified property of renewable energy projects locating therein.

WHEREAS, Clackamas County is seeking designation of a RREDZ in rural Clackamas County outside the Metro Urban Growth Boundary to encourage new business investment, job creation, higher incomes for local residents, greater diversity of economic activity and renewable energy development investment.

WHEREAS, the proposed RREDZ will include all eligible territory (whether incorporated or not) encompassed by the county line of Clackamas County, including partnering rural cities illustrated in the map attached.

WHEREAS, the designation of a RREDZ does not grant or imply permission to develop land within Clackamas County without complying with applicable laws including, but not limited to, prevailing zoning, regulatory and permitting processes and restrictions for the applicable jurisdiction; nor does it indicate any intent to modify those laws, processes, or restrictions.

WHEREAS, in accordance with the Oregon Administrative Rules (“OAR”) 123-680-1200, Clackamas County timely issued notice and communication with local taxing districts consistent with OAR 123-650-5500.

WHEREAS, Clackamas County previously sponsored an RREDZ which was approved in 2010 and expired on June 30, 2021.

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NOW THEREFORE, the Clackamas County Board of Commissioners do hereby resolve and affirm that:

Clackamas County supports the application for a RREDZ and requests that the Director of the Oregon Business Development Department order the designation thereof.

And further affirms that Clackamas County sets the maximum amount of real market value (RMV) for all qualified property that may be exempt during the term of this RREDZ at \$250 million, based upon the RMV of each qualified investment for the assessment year at the start of the exemption immediately after the property is placed in service.

Clackamas County is hereby authorized and delegates signing authority to Clackamas County Chair Tootie Smith to submit the request for the aforementioned RREDZ designation application to the Oregon Business Development Department, and to take all reasonably necessary actions, and to make any substantive or technical change to the application materials, as necessary to support the intent of this Resolution.

Be it further resolved that the County of Clackamas appoints the Business & Economic Development Coordinator to serve in the capacity of the local zone manager for the RREDZ.

Done this 6th of January 2022.

BOARD OF COUNTY COMMISSIONERS

Tootie Smith, Chair

Recording Secretary

Rural Renewable Energy Development Zone

