

October 1, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
the State of Oregon, Department of Consumer and Business Services,
Senior Health Insurance Benefits Assistance (SHIBA)

Purpose/Outcomes	To support the activities of the Social Services' Volunteer Connection SHIBA Program to provide information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters.
Dollar Amount and Fiscal Impact	\$48,000 revenue
Funding Source	Federal State Health Insurance Assistance Program (SHIP) grant provided through the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA). There is no match requirement. County General Funds are not involved.
Duration	April 1, 2020 through March 31, 2023
Previous Board Action	N/A
Strategic Plan Alignment	<ol style="list-style-type: none"> 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	County Counsel reviewed and approved this document on 6/30/2020
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. If no, provide brief explanation: This is a Revenue agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director – Social Services Division – (503)655-8641
Contract No.	State Grant #45G000224, H3S#9819

BACKGROUND:

Social Services Division of the Health, Housing and Human Services Department requests the approval of an Intergovernmental Agreement (IGA) with the State of Oregon, Department of Consumer and Business Services, Senior Health Insurance Benefits Assistance (SHIBA) supporting Social Services' Volunteer Connection SHIBA Program. The SHIBA program provides information, counseling and assistance to seniors and other Medicare recipients regarding health insurance matters.

The Volunteer Connection program within Social Services Division has operated the SHIBA program for several years. This program is designed to educate seniors and other Medicare recipients about their rights, resources and needs relating to Medicare and other health insurance.

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The program provides education through the fraud hotline, SHIBA helpline, and at public group presentations. In addition, information is made available during public outreach events, such as the Clackamas County Fair and Medicare enrollment events at locations such as low cost housing units. Information presented has included financial assistance for citizens with limited resources, preventing Medicare fraud, identity theft, and do-not-call registration. These services are invaluable to our senior and disabled citizens.

The State issued the retroactive IGA in late April of 2020. The end date of the new IGA is March 31, 2023 and is for a not to exceed amount of \$48,000. County Counsel has reviewed and approved the IGA. There is no match requirement and no County General Funds are involved.

RECOMMENDATION:

Staff recommends the approval of this IGA, and that Richard Swift, H3S Director, or his designee, be authorized to sign all documents necessary on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in blue ink that reads "Rodney Alford, H3S deputy / For". The signature is written in a cursive style.

Richard Swift, Director
Health, Housing and Human Services Department

INTERGOVERNMENTAL AGREEMENT

Agreement No. 45G000224

This Agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance Program (“Agency”) and Clackamas County acting by and through its Health, Housing and Human Services Department, Social Services Division (“Local Government”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

This Agreement is for the local implementation and delivery of the federal State Health Insurance Assistance Program (SHIP) grant (CFDA 93.324). Local Government will be part of Oregon’s effort to strengthen its capability to provide all Medicare eligible individuals, family members, and caregivers information, counseling and assistance on health insurance matters. This Agreement is 100% funded with Federal funds.

The SHIP grant is a federal grant from the Administration for Community Living (ACL) and is intended to strengthen the capability of the State of Oregon to provide Oregon Medicare eligible individuals, their family members, and caregivers information, counseling, and assistance on Medicare and related health insurance matters. The SHIP grant helps ensure that states have a network of staff and volunteers to provide accurate and objective health insurance information and assistance in making informed health coverage decisions and understanding related rights and protections. Although states have adopted a variety of methods to provide such services to individuals, Section 4360 of the Omnibus Budget Reconciliation Act of 1990 requires that each state program must encompass particular activities. See Exhibit A, Statement of Work for additional information.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement shall be effective retroactively to April 1, 2020, and terminates on March 31, 2023, unless terminated earlier in accordance with Section 16. This Agreement may be extended if the grant period is extended or for additional grant years and/or funds.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative is:

Lisa Emerson, Medicare (SHIBA) Program Analyst
Department of Consumer and Business Services
Oregon Health Insurance Marketplace
350 Winter Street NE
PO Box 14480
Salem, OR 97309-0405
503-947-7087
Lisa.emerson@oregon.gov

4.2 Local Government's Authorized Representative is:

Lois Orner, Human Services Manager
Clackamas County Health, Housing and Human Services Department
Social Services Division
2051 Kaen Rd. #170
Oregon City, OR 97045
503-655-8862
lorner@co.clackamas.or.us

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

5.2 Agency shall pay Local Government as described in Section 6.

SECTION 6: COMPENSATION AND PAYMENT TERMS

6.1 Agency agrees to pay Local Government a yearly not to exceed amount of \$16,000.00 with a maximum cumulative not to exceed amount of \$48,000.00 for performance of the work set forth in Exhibit A for the grant period ending March 31, 2023. Funding for future years is dependent on Agency receiving grant awards from the ACL.

6.2 Local Government agrees to submit semi-annual invoices by Oct. 15 and April 15 of each Agreement year for work completed under this Agreement. Final invoice must be submitted no later than 30 days after expiration of this Agreement.

6.3 Invoices submitted to Agency by Local Government shall itemize and explain all expenses for which reimbursement is claimed.

- 6.4 Agency shall pay Local Government following Agency's acceptance, review and approval of the invoice(s) submitted. Invoice(s) shall be submitted to the Agency Authorized Representative by email.
- 6.5 Agency may make interim payments to the Local Government following the review and approval of invoices submitted by the Local Government.
- 6.6 Agency certifies that at the time the Agreement is written, sufficient funds are available and authorized for expenditure to finance costs of this Agreement within the Agency's current appropriation or limitation, subject to Section 6.7 below.
- 6.7 Agency must use the funds as described in the State Health Insurance Assistance Program annual grant funding opportunity announcement # HHS-2020-ACL-CIP-SAPG-0363. If Agency uses these funds for any purpose other than those awarded, the Agency may be required to return the funds to the United States Treasury. Therefore, Local Government shall not use any amount of funds Agency pays to Local Government under this Agreement in a manner that could trigger the Agency's obligation to return the funds.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

- 7.1 Local Government is a county duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government'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 Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms;
- 7.4 Local Government has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Local Government will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Local Government shall be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement at all times during the term of this Agreement.

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 Local Government.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether 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. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: OWNERSHIP OF WORK PRODUCT

9.1 As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

9.1.1 "Local Government Intellectual Property" means any intellectual property owned by Local Government and developed independently from the work under this Agreement.

9.1.2 "Third Party Intellectual Property" means any intellectual property owned by parties other than Local Government or Agency.

9.1.3 "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Local Government is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

9.2 All Work Product created by Local Government under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Local Government agree that any Work Product that is an original work of authorship created by Local Government under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Local Government under this Agreement is not "work made for hire," Local Government hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Local Government under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Local Government shall execute such further documents and instruments necessary to fully vest such rights in Agency. Local Government forever waives any and all rights relating to Work Product created by Local Government under this Agreement, including without limitation, any and all rights

arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Local Government under this Agreement is a derivative work based on Local Government Intellectual Property, or is a compilation that includes Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Local Government Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Local Government under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

- 9.3** If Work Product is Local Government Intellectual Property, Local Government hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Local Government Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.4** If Work Product is Third Party Intellectual Property, Local Government shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.
- 9.5** If state or federal law requires that Agency or Local Government grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Local Government shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

SECTION 10: CONTRIBUTION

- 10.1** 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 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each 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 Section and a 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 contribution obligation under this Section 10 with respect to the Third Party Claim.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Local Government is untrue in any material respect when made;
- 11.3** Local Government (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

- 13.1** In the event Local Government is in default under Section 11, , and such default remains uncured 15 days after written notice thereof to Local Government, Agency 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: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Local Government has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Local Government to perform, at Local Government's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. In the event Agency is in default under Section 12, and such default remains uncured 15 days after written notice thereof to Agency, and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Local Government's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Local Government, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Local Government. In no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Local Government exceed the amount due to Local Government under this Section 13.2, Local Government shall promptly pay any excess to Agency.

SECTION 14: RECOVERY OF OVERPAYMENTS

The Agency and Local Government shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Agency and Local Government may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. If payments to Local Government under this Agreement, or any other agreement between Agency and Local Government, exceed the amount to which Local Government is entitled, Agency may, after notifying Local Government in writing, withhold from payments due Local Government under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN AGREEMENT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT

LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

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

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all

documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: INSURANCE

Local Government shall maintain insurance as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 18: NONAPPROPRIATION

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, 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 Agency.

SECTION 19: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

SECTION 20: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. 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. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 21: 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 8, 9, 10, 14, 15 and 21 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 22: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.

SECTION 23: COUNTERPARTS

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

SECTION 24: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law. Unless exempt, Local Government 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 Local Government, or to the Services or deliverables, or to any combination of the foregoing.

24.1 Audits:

24.1.1 Local Government shall comply and, if applicable, cause subcontractors to comply with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations" as implemented by 45 CFR 92.26. The Agency reserves the right to audit, at the Agency's expense, all records pertinent to this Agreement.

24.2 Federal Terms and Conditions:

24.2.1 Compliance with Federal Law Local Government shall comply with all applicable federal laws, including, without limitation, those set forth in Exhibit C, which is attached and incorporated into this Agreement by this reference.

SECTION 25: INDEPENDENT LOCAL GOVERNMENTS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 26: INTENDED BENEFICIARIES

Agency and Local Government 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.

SECTION 27: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 28: ASSIGNMENT AND SUCCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government 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.

SECTION 29: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 30: TIME IS OF THE ESSENCE

Time is of the essence in Local Government's performance of its obligations under this Agreement.

SECTION 31: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in 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. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 32: RECORDS MAINTENANCE AND ACCESS

Local Government shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Local Government shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Local Government's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Local Government, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Local Government acknowledges and agrees that Agency 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. Local Government shall 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. Subject to foregoing minimum records retention requirement, Local Government shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

SECTION 33: 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.

SECTION 34: ADDITIONAL REQUIREMENTS

Local Government shall comply with the additional requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference.

SECTION 35: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), Exhibit B (Insurance), and Exhibit C (Federal Terms and Conditions).

Signatures on next page

SECTION 36: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

**Clackamas County acting by and through its Health, Housing & Human Services
Department, Social Services Division**

Name, Title

Date

**STATE OF OREGON acting by and through its Department of Consumer and Business
Services, Oregon Health Insurance Marketplace, Senior Health Insurance Benefit Assistance
Program**

Reviewed By: Chiqui Flowers

Date

Administrator, Oregon Health Insurance Marketplace

Executed by: Nancy A. Cody

Date

Designated Procurement Officer

Approved for Legal Sufficiency in accordance with ORS 291.047

Name, Title

N/A

Date

EXHIBIT A

STATEMENT OF WORK

SECTION 1: OBJECTIVES

1.1 Local Government shall:

- 1.1.1 Provide an adequate workforce (including volunteers) to provide local and trusted SHIBA counseling services to Clackamas County.
- 1.1.2 Provide personalized choice counseling to an increasing number and diversity of individual beneficiaries, their family members, and caregivers unable to access other channels of information or needing and preferring locally based individual choice counseling services.
- 1.1.3 Conduct targeted community outreach to beneficiaries in public forums either under their sponsorship or with community-based partners or coalitions to increase understanding of Medicare program benefits and raise awareness of the opportunities for assistance with benefits, choice counseling, and Medicare rights and protections.
- 1.1.4 Increase and enhance beneficiary access to a counselor work force that is trained, certified, fully equipped, and proficient in providing the full range of services including enrollment assistance in appropriate beneficiary selected benefit plans and screening, assistance, and referrals with patient assistance programs.
- 1.1.5 Participate in ACL and Medicare education and communication activities to ensure that SHIP counselors are equipped to respond to both Medicare program updates and a rapidly changing counseling environment and to satisfy the yearly continuing education requirement for certified counselors. Active participation also provides ACL and the Centers for Medicare and Medicaid Services with information about the support and resources that SHIPs need to provide accurate and reliable choice counseling services.

SECTION 2: SERVICES

2.1 Local Government Responsibilities

Local Government shall:

- 2.1.1 Provide choice counseling and assistance to Medicare eligible individuals, their family members and caregivers in need of health insurance information including:
 - 2.1.1.1 Information regarding all Medicare health insurance coverage options.
 - 2.1.1.2 Information that may assist individuals in obtaining benefits and filing claims under Titles XVIII and XIX of the Social Security Act.
 - 2.1.1.3 Policy Comparison information for Medicare supplemental policies (as described in

section 1882 (g) (1) of the Social Security Act, as amended) and information that may assist eligible individuals with filing claims under such Medicare supplemental policies.

2.1.1.3.1 SHIBA counselors will provide information and assistance on using the agent locator tool located on oregonhealthcare.gov so beneficiaries can search for a local licensed and vetted Medicare agent.

2.1.1.4 Information on Medicare Advantage and Prescription Drug Plans available in the state.

2.1.1.5 Information resources on long-term care insurance, including where to obtain information.

2.1.1.6 Information regarding Medicaid programs, including Medicare Savings Programs.

2.1.1.6.1 SHIBA counselors will be trained to assist individuals who are dually-eligible for Medicare and Medicaid, and be trained on changes to our current state's Medicaid programs, in order to provide accurate counseling.

2.1.1.7 Information on patient assistance programs.

2.1.1.8 Information regarding other types of health insurance benefits that may be provided to eligible individuals in the state.

2.1.1.9 Participate in the Oregon Health Insurance Marketplace as follows:

2.1.1.9.1 Where appropriate, SHIBA counselors may refer individuals to other appropriate programs and services including HealthCare.gov and application assisters, partners, and state and federal resources.

2.1.2 Conduct outreach programs to provide health insurance information, choice counseling, and assistance to eligible individuals, including an emphasis on reaching low-income, vulnerable, isolated, non-English speaking and tribal Medicare beneficiaries. In achieving these efforts, the Recipient shall:

2.1.2.1 Provide counseling to Medicare beneficiaries, their family members, and caregivers unable to access other channels of information or needing and preferring locally-based individual counseling services. Ideally, counseling sites should be located near public transportation, have free parking and be accessible for people with disabilities.

2.1.2.2 Create more counseling resources and locations that are locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries, including rural communities.

2.1.2.3 Conduct targeted outreach in order to provide access to counseling for low-income, dual-eligible, and hard-to-reach populations.

2.1.2.4 Provide educational materials as necessary to assist in achieving these standards.

2.1.3 Develop systems of referral to appropriate federal or state departments or agencies that provide assistance with problems related to health insurance coverage (including legal

problems).

- 2.1.4** Assure full accessibility of Local Government services to all categories of Medicare eligible individuals, including the aged, disabled, and patients with end-stage renal disease. Local Government's services are to be provided without discrimination on the basis of race, color, national origin, disability, age, sex, or income. Reasonable efforts must also be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g. language, visual, hearing or speech impairments, physical accessibility, literacy, and location.
- 2.1.5** Establish a sufficient number of staff positions (including volunteers) necessary to provide the services of a health insurance information, choice counseling, and assistance program.
- 2.1.6** Request, as necessary, federal Unique Identifiers (IDs) for staff and volunteers through the Agency. Maintain copies of signed confidentiality agreements for individually assigned Unique IDs.
- 2.1.7** Ensure that local SHIBA staff and volunteers have no conflicts of interest in providing health insurance information, choice counseling and assistance, and agree to abide by the SHIBA Confidentiality and Conflict of Interest policy for safeguarding confidential beneficiary information. SHIBA paid staff, in-kind paid and volunteers must annually complete an online security and privacy training provided by Agency to maintain their certification.
- 2.1.8** Provide private on-site or local community counseling space in order for SHIBA volunteer counselors to be able to provide confidential, personalized counseling assistance to clients. At a minimum, private space will have a phone, computer, and access to a printer.
- 2.1.9** Collect and disseminate timely and accurate health insurance information to staff members (including volunteers).
- 2.1.10** Utilize state and federal training program materials as part of the training program for staff members (including volunteers). Conduct a certification review for quality assurance to ensure staff and volunteers are trained in accordance with their job duties. Conduct continuing education and provide continuing education resources to ensure staff and volunteers are up to date in the knowledge necessary to complete their duties.
- 2.1.11** Recruit and screen the staff and volunteer workforce for the program. As such, Local Government shall:
 - 2.1.11.1** Provide formal training opportunities for SHIBA coordinators and volunteers utilizing state and federal training materials, at times including the preparation of copies of materials
 - 2.1.11.2** Periodically host trainings with the appropriate amenities, e.g. water, coffee, tea and/or juice and light snack. Contact Agency if supplemental funding is needed to meet this requirement.
 - 2.1.11.3** Ensure completion of all volunteer application forms and federal fingerprint-based

criminal background check forms.

- 2.1.11.4** Ensure completion of all volunteer confidentiality / non-conflict of interest forms.
- 2.1.11.5** Ensure that all volunteers who provide one-to-one counseling or education seminars have satisfactorily completed extended training and volunteers of all other job descriptions have satisfactorily completed basic training.
- 2.1.11.6** Ensure that all volunteers have satisfactorily completed their certification and notify the Agency upon the completion of all training (e.g. on-line training, 2-day New Volunteer Training and a minimum of 10 hours of mentored counseling sessions).
- 2.1.11.7** Ensure all volunteers achieve 12 recertification credits (by September 30 preferred) each calendar year. This includes annual mandatory information security and privacy training provided by Agency.
- 2.1.11.8** Implement quality assurance protocols within the program including but not limited to:
 - 2.1.11.8.1** an annual touch base with each counselor,
 - 2.1.11.8.2** annual joint counseling session with each counselor,
 - 2.1.11.8.3** periodic review of counselor data entry
- 2.1.11.9** Provide up-to-date resources, information and training libraries (either in paper or electronic format) to local volunteers.
- 2.1.11.10** Facilitate volunteer support meetings periodically, but no less than quarterly.
- 2.1.11.11** Create and support full local volunteer access to internet-based information, training materials, counseling and enrollment tools as necessary.
- 2.1.11.12** Train volunteers on the use of internet-based counseling, SHIBA program tools and internet-based enrollment tools.
- 2.1.11.13** Solicit direct feedback from counselors to determine if the training and support materials they receive are helpful in counseling activities.
- 2.1.11.14** Ensure that any notices from state or federal resources are delivered and explained to counselors in a timely manner.
- 2.1.11.15** Be responsible for the actions of the volunteers.
- 2.1.12** Ensure that SHIBA services are publicized to Medicare beneficiaries throughout the program area. Maintain contact with the community, including distributing literature and

speaking at public gatherings to promote SHIBA.

2.1.13 Sponsor at least one recognition event annually for SHIBA volunteers.

2.1.14 Increase SHIBA participation in ACL education activities.

2.1.14.1 Ensure SHIBA Coordinator and volunteers have access to training materials through registration on <http://www.shiptacenter.org/>

2.1.14.2 Ensure that the SHIBA Coordinator sends local event information and outreach activities to the Agency for posting to the state SHIBA website calendar of events.

2.1.15 Respond to constituent requests for information or assistance in a timely fashion (the standard is within two (2) business days).

2.1.16 Make available to Agency, copies of all publications, intake forms, training materials, systems, items developed, and samples of any forms used by Local Government to provide these services. Local Government shall provide Agency and ACL or the appropriate designee royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, use, and authorize others to use the items.

2.1.17 Include the acknowledgement that "This publication has been created or produced by (official name) with financial assistance, in whole or in part, through a grant from the Administration for Community Living, the federal agency" on all published SHIBA materials. Use the SHIP logo and tagline on grant related publications. Include statement that "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the ACL, DCBS, or SHIBA."

2.1.18 Ensure program/agency representation at SHIBA Coordinator meetings/trainings/conference calls.

2.1.19 Develop performance goals, including targets (with the assistance of Agency staff) in order to help the state improve its five National SHIP Performance Measures.

- *Agency staff will provide current and/or historical state and county level performance reports to assist Local Government with development of goals.*

2.1.20 Establish the capability to send and receive e-mail and to access and download internet published information in the provision of SHIBA services.

2.1.21 Allow Agency to monitor and assess programmatic records, reports, and activities under this subaward. Local government shall allow Agency and ACL or the appropriate designee to conduct one annual site visit, at minimum, to determine the effectiveness and efficiency of Local Government's service delivery. Local Government shall provide ready access to all records and reports relating to this subaward, subject to governing entity client confidentiality, to Agency and ACL or the appropriate designee.

2.1.22 Notify Agency of any changes in key personnel, contact information, or other significant administrative changes immediately upon learning of the change. This includes, but is not limited to, notification of inactive or terminated volunteers and changes to permissions for

Unique IDs issued.

- 2.1.23** Enter the following into the SHIP Tracking and Reporting System (STARS) located on the web at <https://stars.acl.gov> no later than the end of each month. Local Government shall conduct frequent audits of STARS to ensure the following data is being submitted.
- 2.1.23.1** Total Beneficiary Contact Sessions.
 - 2.1.23.2** Total Group Outreach and Education Sessions.
 - 2.1.23.3** Total Media Outreach Activities
 - 2.1.23.4** Total “Other” Activities
 - 2.1.23.5** Total “Training” Activities
 - 2.1.23.6** Total SHIP Team Members (volunteer, SHIP paid, in-kind paid)
- 2.1.24** Provide the Agency information regarding upcoming events on a monthly basis and no later than the 10th day of the month prior to the event.
- 2.1.25** Provide input information for semi-annual subaward reports, when requested (September 15 and April 15 annually).
- *Agency will provide a reporting template.*
- 2.1.26** Assume responsibility for the accuracy and completeness of the information contained in all documents and reports.
- 2.1.27** Retain all records pertaining to the SHIP grant, including STARS, as described in 45 Code of Federal Regulation (CFR) Section 92.42. Copies or other facsimiles of program records, such as electronic media, are acceptable substitutions for original documents.
- 2.1.28** Retain financial reports in accordance with state and federal grant policies/procedures.

2.2 Agency Responsibilities

Agency Shall Provide:

- 2.2.1** Planning and implementation counseling and support to help identify outreach opportunities.
- 2.2.2** Support for all Medicare enrollment activities, including escalation of Medicare related issues, facilitation and coordination of enrollment fairs, etc.
- 2.2.3** Annual on-line security and privacy training for local government SHIBA staff and

volunteers

- 2.2.4 A statewide SHIBA website calendar of events
- 2.2.5 Co-brand advertising on Facebook pages to support Local Government's community.
- 2.2.6 Direct referrals from 800 Medicare (633-4227) customer service centers.
- 2.2.7 Current and/or historical state and county level performance reports to assist Local Government with development of goals as referenced in Section 2.1.19.
- 2.2.8 Monitoring and assessment of programmatic records, reports, and activities under this subaward as referenced in Section 2.1.21.
- 2.2.9 Written notice prior to conducting one minimum annual site visit to determine the effectiveness and efficiency of Local Government's service delivery as referenced in Section 2.1.21.
- 2.2.10 A reporting template as referenced in Section 2.1.25.

SECTION 3: Required Standards

3.1 Cultural Competency Standards

Local Government shall:

- 3.1.1 Acknowledge that cultural and linguistic competence is an ongoing, developmental process. Local Government shall have the following indicators in place on the day operations begin:
 - 3.1.1.1 Demonstrate the alternatives and options available for consumers requesting application assistance that accommodates individual preference, cultural and linguistic differences or people with disabilities or facing other barriers.
 - 3.1.1.2 Demonstrate the existence of policies and procedures for meeting consumer language needs.
 - 3.1.1.3 Demonstrate in-person, phone, and electronic consumer access to bilingual-bicultural staff for the languages and cultures of the target populations being served.
 - 3.1.1.4 Identify populations whose primary language is other than English, by region or county within the regions served.
 - 3.1.1.5 Demonstrate how consumers whose primary language is other than English, but not a language broadly available, will be assisted to secure or link to appropriate services. Also, demonstrate the progressive steps to assist these consumers to obtain services in their primary language.
 - 3.1.1.6 Make available culturally and linguistically appropriate written information for

identified consumer populations. Literature shall read at the sixth grade reading level.

3.1.1.7 Demonstrate an approach to informing ethnic consumers of the availability of cultural and linguistic services and programs.

3.1.1.8 Demonstrate willingness to partner with other organizations.

3.1.1.9 Assess factors and develop a plan to facilitate the ease with which culturally diverse populations can obtain services. Such factors should include: location, hours of operation or other relevant areas; adapting physical facilities to be comfortable and inviting to persons of diverse cultural backgrounds; locating facilities in settings that are non-threatening, including co-location of services or partnerships with community groups. May include travel to the consumer or providing services off-site.

3.2 Organization Standards

Local Government shall not:

3.2.1 Offer or provide any gift, favors or other inducement.

3.2.2 Accept money or premium payments.

3.2.3 Divulge any personal information obtained when assisting Medicare beneficiaries.

3.2.4 Allow any volunteer counselor that has not passed an Agency criminal background check to perform any SHIBA counseling services.

3.2.5 Provide inaccurate, misleading or coercive oral or written information or materials.

3.2.6 Encourage customers to provide any false or misleading information regarding income, residency, alienage and other eligibility information.

Agency may immediately terminate this Agreement by written notification if Local Government is believed to have committed any of the items in this Section 3.2.

3.3 SHIBA Counselor Standards

SHIBA Counselor shall:

3.3.1 Be trained and certified as required by Agency. Potential SHIBA counselors must complete a review of levels 1 and 2 of the SHIP TA Center Online Counselor Certification Tool (OCCT) training and tests, complete 10 hours (minimum) of mentoring by an experienced counselor and a 2-day New Volunteer Training (classroom or online recording if available).

3.3.2 Provide information about all Medicare health insurance options to potentially eligible Oregonians. The information shall include an explanation of the role of a Certified SHIBA Counselor.

3.3.3 Encourage Medicare beneficiaries to provide accurate and truthful information, and shall not attempt to pre-determine consumer eligibility, or make any assurances regarding the

eligibility of a consumer for any health coverage option.

- 3.3.4** Provide plan comparison and enrollment assistance using the Medicare.gov Plan Finder.
- 3.3.5** Obtain appropriate permissions from the Medicare beneficiaries or their representatives prior to enrollment using the Medicare.gov Plan Finder tool and enrollment portal. Counselors will provide the Medicare enrollment confirmation form or number and keep appropriate records of the transaction.
- 3.3.6** Retain and destroy copies of all records whether paper, electronic or other form related to counseling and enrollment for a minimum of 6 years or as required by state and local records retention schedules. Such records should be kept in a secure and locked location; including any type of paper application submitted on a consumer's behalf. Medicare Advantage and Part D Plan enrollments conducted using a beneficiaries MyMedicare.gov account should have consent to create an account or use an existing account documented as "Yes" in the STARS Beneficiary Contact Form Special Use Field 3.
- 3.3.7** Provide objective and personalized counseling using information provided by Agency and Medicare.gov. If a consumer requests a recommendation about which qualified health plan or type of plan to choose, the SHIBA Counselor will explain making recommendations is outside their scope of work and refer to a licensed, certified Medicare agent if appropriate.
- 3.3.8** Disclose any potential conflicts of interest as defined by Agency.

EXHIBIT B – INSURANCE REQUIREMENTS

REQUIRED INSURANCE: Local Government shall obtain at Local Government's expense the insurance specified in this Exhibit B, prior to performing under this Agreement, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and any warranty periods that apply, or such longer period as described in the tail coverage provisions below, if those provisions apply. Local Government 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 Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY: All employers, including Local Government, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Agreement and shall obtain Employers' Liability Insurance with limits of not less than \$1,000,000 each occurrence. Local Government shall require and ensure that each of its subcontractors complies with these requirements.

PROFESSIONAL LIABILITY:

REQUIRED BY AGENCY

NOT REQUIRED BY AGENCY

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the work to be performed under this Agreement in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is on a claim made bases, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or Local Government shall provide Tail Coverage as stated below.

COMMERCIAL GENERAL LIABILITY:

REQUIRED BY AGENCY

NOT REQUIRED BY AGENCY

Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to Agency. This insurance must include personal injury liability, products and completed operations, and contractual liability coverage. Coverage must be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$1,000,000.

AUTOMOBILE LIABILITY INSURANCE:

REQUIRED BY AGENCY

NOT REQUIRED BY AGENCY

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage.

ADDITIONAL INSURED. The *Commercial General Liability* insurance and *Automobile Liability* insurance required under this Agreement must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with request to Local Government's activities to be performed under this Agreement.

NOTICE OF CANCELLATION OR CHANGE. Local Government or its insurer shall provide at least 30 days' written notice to agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverages. A failure to comply with the reporting provisions of this clause will constitute a Local Government default under this Agreement and will be grounds for Agency's immediate termination of this Agreement.

CERTIFICATES AND PROOF OF INSURANCE. Local Government shall provide to agency a Certificate of Insurance for each required insurance before commencing performance under this Agreement. All Certificates must specify that Local Government shall pay for all deductibles, self-insured retention and self-insurance, if any, and that all coverage is primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided. Certificates for *Commercial Liability* insurance and *Automobile Liability Insurance* must list the State of Oregon, its officers, employees and agents as a Certificate Holder and as Additional Insured. As proof of insurance, Agency has the right to request copies of insurance policies relating to the insurance requirements in this Agreement.

"TAIL" COVERAGE. If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Local Government 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 (a) Local Government's completion and Agency's acceptance of all work required under this Agreement, or (b) the expiration of all warranty periods provided under this Agreement.

SELF-INSURANCE. Local Government may fulfill its insurance obligations herein through a program of self-insurance, provided that Agency's determines that Local Government's self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit B. Notwithstanding Section VII of this Exhibit B, Local Government shall furnish an acceptable insurance certificate to Agency for any insurance coverage required by this Agreement that is fulfilled through self-insurance.

EXHIBIT C

FEDERAL TERMS AND CONDITIONS

General Applicability and Compliance. Unless exempt under 45 Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, Agency shall comply and, as indicated, cause all Local Governments to comply with the following federal requirements to the extent that they are applicable to this Agreement, to Agency, or to the grant activities, 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.

Agency shall comply and require all Local Governments to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of grant activities. Without limiting the generality of the foregoing, Agency expressly agrees to comply and require all Local Governments to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Agency Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide grant activities in violation of 42 U.S.C. 14402.

2. Equal Employment Opportunity.

If this Agreement, including amendments, is for more than \$10,000, then Agency shall comply and require all Local Governments to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

3. Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$100,000 then Agency shall comply and require all Local Governments 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. Agency shall include and require all Local Governments to include in all Agreements with Local Governments receiving more than \$100,000, language requiring the Local Government to comply with the federal laws identified in this Section.

4. Energy Efficiency.

Agency shall comply and require all Local Governments to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

5. Truth in Lobbying.

By signing this Agreement, the Agency certifies, to the best of the Agency's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Agency, 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 Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Agency 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 Local Governments and subLocal Governments 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 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.

- e. No part of any federal funds paid to Agency 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 Agency under this Agreement shall be used to pay the salary or expenses of any grant or contract Agency, or agent acting for such Agency, 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 Agency under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. Resource Conservation and Recovery.

Agency shall comply and require all Local Governments to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.

7. Audits.

- a. Agency shall comply, and require all Local Governments to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. If Agency expends \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the Single Audit Act. If Agency expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Agency shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to Agency within 30 days of completion. If Agency expends less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, Agency is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".

8. Debarment and Suspension.

Agency shall not permit any person or entity to be a Local Government 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 Local Governments declared ineligible under statutory authority other than Executive Order No. 12549. Local Governments 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.

Agency shall comply and cause all Local Governments to comply with the following provisions to maintain a drug-free workplace: (i) Agency 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 Agency's workplace or while providing services to Agency Clients. Agency's notice shall specify the actions that will be taken by Agency 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, Agency'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 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any Local Government to comply with subparagraphs (i) through (vii) above; (ix) Neither Agency, or any of Agency's employees, officers, agents or Local Governments 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 Agency or Agency's employee, officer, agent or Local Government has used a controlled substance, prescription or non-prescription medication that impairs the Agency or Agency's employee, officer, agent or Local Government'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. Pro-Children Act.

Agency shall comply and require all Local Governments to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).

11. Medicaid Services.

Agency shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. 1396a (a)(27); 42 CFR Part 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).

- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 Subpart I.
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. Agency shall acknowledge Agency's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, Local Governments and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. 1396a(a)(68).

12. Agency-based Voter Registration.

If applicable, Agency 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.

13. Disclosure.

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any Local Government 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 Local Government in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5)

the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b. 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or Title XXI program in the last 10 years.
- d. Local Government shall make the disclosures required by this Section to Agency. Agency reserves the right to take such action required by law, or where Agency 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.

14. Federal Intellectual Property Rights Notice.

The federal funding agency, as the awarding agency of the funds used, at least in part, for the activities performed 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 Agency agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any work developed under a grant, subgrant or Agreement under a grant or subgrant; and
 - (2) Any rights of copyright to which a grantee, subgrantee or a Local Government 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.

15. Whistleblower Protections.

This Agreement includes the requirements of the "Pilot Program for Enhancement of Local Government Employee Whistleblower Protections". See, 48 CFR 3.908 of the National Defense Authorization Act (NDAA). By reference, these requirements are a term and condition of the Agreement.

16. DOMA: Implementation of United States v. Windsor and Federal Recognition of Same-Sex Spouses/Marriages:

United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7. All grantees are expected to recognize any same-sex marriage legally entered into in a U.S. jurisdiction that recognizes their marriage, including one of the 50 states, the District of Columbia, or a U.S. territory, or in a foreign country so long as that marriage would also be recognized by a U.S. jurisdiction. This applies regardless of whether or not the couple resides in a jurisdiction that recognizes same-sex marriage. However, this does not apply to registered domestic partnerships, civil unions or similar formal relationships recognized under the law of the jurisdiction of celebration as something other than a marriage. Accordingly, recipients must review and revise, as needed, any policies and procedures which interpret or apply Federal statutory or regulatory references to such terms as "marriage," "spouse," "family," "household member" or similar references to familiar relationships to reflect inclusion of same-sex spouse and marriages. Any similar familial terminology references in HHS statutes, regulations, or policy transmittals will be interpreted to include same-sex spouses and marriages legally entered into as described herein.

17. Trafficking Victims Protection Act.

Agency shall comply and require all Local Governments to comply with Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).

18. The Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019.

Although consistent with the HHS GPS, any applicable statutory or regulatory requirements, including 45 CFR Part 75, directly apply to this Agreement apart from any coverage in the HHS GPS. Also, the general provisions from "The Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019 and Continuing Appropriations Act, 2019," Pub. L. No 115-245, signed into law on September 28, 2018.

19. Federal Financial Accountability and Transparency Act (FFATA).

The Federal Financial Accountability and Transparency Act (FFATA) requires data entry at the FFATA Subaward Reporting System located at <http://www.FSRS.gov> for

all sub-awards and sub-contracts issued for \$25,000 or more as well as addressing executive compensation for both grantee and sub-award organizations.

20. Security and Privacy.

Should the collection of information require the use of an information technology system (2 CFR 200.58), the grant recipient and subrecipient(s) will be expected to adhere to the NIST Cybersecurity Framework to help ensure the security of any system used or developed by the grant recipient or subrecipient(s). In particular, if the data to be collected includes Personally Identifiable Information (PII, 2CFR 200.79) or Protected PII (2 CFR 200.82), the grant recipient and subrecipient(s) must apply the appropriate security controls required to protect the privacy and security of the collect PII and/or Protected PII.

Use this form to track your potential grant from conception to submission.
Sections of this form are designed to be completed in collaboration between department program and fiscal staff.

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

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

Name of Funding Opportunity: Senior Health Insurance Benefit Assistance Program (SHIBA) FY21-23

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form): Jessica Diridoni

Requestor Contact Information: jdiridoni@clackamas.us

Department Fiscal Representative: Jennifer Snook

Program Name or Number (please specify): 242 4345 05190 331067

Brief Description of Project:

The State of Oregon agrees to pay Clackamas County a yearly not to exceed amount of \$16,000.00 with a maximum cumulative not to exceed amount of \$48,000.00. Clackamas County will be part of Oregon's effort to strengthen its capability to provide all Medicare eligible individuals, family members, and caregivers information, counseling and assistance on health insurance matters.

Name of Funding Agency: Administration for Community Living (ACL)

Agency's Web Address for funding agency Guidelines and Contact Information:
<https://acl.gov/>

Application Packet Attached: Yes No

Completed By: Jessica Diridoni 8/5/2020
Date

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

Competitive Application <input type="checkbox"/>	Non-Competing Application <input checked="" type="checkbox"/>	Other <input type="checkbox"/>	Funding Agency Award Notification Date:	
CFDA(s), if applicable:			Announcement/Opportunity #:	
Announcement Date:			Max Award Value:	\$48,000
Grant Category/Title:	SHIBA - IGA		Match Requirement:	
Allows Indirect/Rate:			Other Deadlines:	Return to State ASAP
Application Deadline:			Other Deadline Description:	
Award Start Date:	4/ 2020		Program Income Requirement:	None - medicare eligible individuals
Award End Date:	3/31/2023			
Completed By:	Jessca Diridoni			
Pre-Application Meeting Schedule:				

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

Mission/Purpose:

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

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

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

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

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?

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

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.)?

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.)?

Collaboration

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

Reporting Requirements

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

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?

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

Fiscal

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

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

3. For applications with a match requirement, how much is required (in dollars), and what type of funding will be used to meet it (Cash-CGF, In-kind meaning the value from a 3rd party/non-county entity, Local Grant, etc.)?

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

Program Approval:

Teresa Christopherson

8/24/20

Teresa D.
Christopherson

Digitally signed by Teresa D. Christopherson
Date: 2020.08.24 13:51:33 -0700

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.****

[Redacted]
Brenda Durbin August 27, 2020 Brenda Durbin Digitally signed by Brenda Durbin
Name (Typed/Printed) Date Signature Date: 2020.08.27 08:47:58 -07'00'

[Redacted]
Rodney A. Cook 9/21/2020 Rodney Cook Digitally signed by Rodney Cook
Name (Typed/Printed) Date Signature Date: 2020.09.21 11:37:21 -07'00'

[Redacted]
Matt Westbrook 9-21-20 Matt Westbrook Digitally signed by Matt Westbrook
Name (Typed/Printed) Date Signature Date: 2020.09.21 14:20:59 -04'00'

[Redacted]
Name (Typed/Printed) Date Signature

(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:

[Redacted] Denied:
Name (Typed/Printed) Date Signature

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

BCC Agenda item #:

Date:

Policy Session Date:

County Administration Attestation
[Redacted]

October 1, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval to apply to Oregon Department of Transportation, Rail
and Public Transit Division, for FTA 5311 Rural Transportation Funds
for COVID related Operations of Mt Hood Express

Purpose/Outcomes	Grant application with Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operations for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	Maximum amount to be funded would be \$211,000. No match is required.
Funding Source	Federal Transit Administration 5311 Rural Transportation Funds- CARES Discretionary
Duration	Effective upon execution and terminates on June 30, 2021
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	N/A
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#9767

The Social Services Division of the Department of Health, Housing and Human Services requests approval to apply to Oregon Department of Transportation Rail and Public Transit Division to fund COVID related operation expenses for the Mt Hood Express buses. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment, recreation, shopping and medical services for residents and visitors.

The federal Coronavirus Aid, Relief and Economic Security (CARES) Act provides emergency appropriations to support transit agency operations during the pandemic. Funds provided are available for transit agencies to maintain service and address needs such as personal protective equipment and cleaning supplies. Due to social distancing requirements, we are not currently able to meet the needs of our passengers, including sufficient capacity for requested rides. These funds would allow for additional capacity, as well as cover the costs of service. Clackamas County Social Services has received 5311 rural transit funds since it took over operating the Mountain Express/Mt Hood Express bus service in 2007.

No match is required for these funds. The grant lifecycle application form was approved by Nancy Bush, Director of Disaster Management, on 9/21/20.

RECOMMENDATION:

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

Respectfully submitted

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S deputy / for". The signature is written in a cursive style with a large initial "R".

Richard Swift, Director
Health, Housing and Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S/SSD Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

If renewal, complete sections 1, 2, & 4 only

Name of Funding Opportunity: FY20-21 5311 Needs-Based CARES Act Funds
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person Initiating form): Teresa Christopherson
Requestor Contact Information: x5718 teresachr@clackamas.us
Department Fiscal Representative: Jennifer Snook
Program Name or Number (please specify): 5353
Brief Description of Project:

Formula grant from Oregon Dept. of Transportation Rail and Public Transit Division to support COVID related operation expenses for the Mt. Hood Express. Funds may be used to maintain service, lost revenue, COVID related supplies and equipment such as personal protective equipment and for paid administrative leave.

Name of Funding (Granting) Agency: ODOT

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.oregon.gov/ODOT/RPTD/Pages/Funding-Opportunities.aspx>

OR

Application Packet Attached: Yes No

Completed By: Kristina Babcock Date: 8/11/2020

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

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

Competitive Grant Non-Competing Grant Other Funding Agency Award Notification Date: N/A
CFDA(s), if applicable: 20.509 (5311)
Announcement Date: 4/22/2020 Announcement/Opportunity #: N/A
Grant Category/Title: 5311 Needs-Based CARES Act Max Award Value: \$211,000
Allows Indirect/Rate: N/A Match Requirement: No match required
Application Deadline: N/A Other Deadlines: _____
Grant Start Date: Upon signature Other Deadline Description: _____
Grant End Date: 6/30/2021
Completed By: Teresa Christopherson Program Income Requirement: None
Pre-Application Meeting Schedule: 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 support the Department and/or Division's Mission/Purpose/Goals?

These funds will address operating deficits in the Mt Hood Express transportation service by covering costs associated with the COVID crises such as service changes, lost revenue, administrative leave, and supplies and equipment such as PPE

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

There are no other public transit providers in this area.

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

The grant is to support the continuing operations of the Mt Hood Express service and to mitigate the financial impacts of the COVID crises. The funds will allow service to continue over the next year despite loss of revenue. As demand returns to normal COVID required social distancing measures will mean reduced capacity on each bus and the need to deploy more buses on normal routes to accommodate demand.

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

The Mt Hood Express provides public transportation to the communities of the Mt Hood Area, specifically between Sandy, the Hoodland area along Highway 26, Government Camp and Timberline Lodge.

Organizational Capacity:

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

We have adequate staffing for this program.

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

We continue to partner with the City of Sandy around operational aspects of the service. These funds will focus on the financial impact of COVID operations.

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.)?

N/A

4. If funded, this grant would 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.)?

N/A

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?

Quarterly reporting as we do with our current 5311 operations grant, as well as NTD reporting to the FTA

2. How will grant 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?

We will continue to collect performance data to inform the operations and future of the public transit service.

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

No changes from current reporting for the 5311 operations formula grant.

Fiscal

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

This grant will ensure continued service during this time and will also provide sufficient funds to implement COVID related safety and service measures.

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

N/A

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 cover indirect costs? If yes, is there a rate cap? If no, can additional funds be obtained to support indirect expenses and what are they?

N/A

Program Approval:

Teresa Christopherson

9/20/2020

Teresa Christopherson

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)		
Brenda Durbin	9/21/2020	Brenda Durbin
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Richard Swift	ROONEY A. COOLEY III DEPT 9/21/2020	
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Matt Westbrook		Matt Westbrook 9/21/20
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.

October 1, 2020

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Agreement with Oregon Department of Transportation, Rail and Public Transit Division, for FTA 5339 Bus and Bus Infrastructure Investment Programs Funds for Bus Purchases for Mt Hood Express and Transportation Reaching People Programs.

Purpose/Outcomes	Agreement with Oregon Department of Transportation to provide funding for the purchase of two buses for the Mt Hood Express and one van for the Transportation Reaching People program.
Dollar Amount and Fiscal Impact	The maximum agreement is \$304,300. These funds will be used to purchase three vehicles in total. Two vehicles will support the Mt Hood Express program and one vehicle will support the Transportation Reaching People program. Match funds will be provided by Special Transportation Funds (state grant), the State Transportation Improvement Fund, and a public-private partnership with businesses in the Mt. Hood area.
Funding Source	FTA 5339- Bus and Bus Infrastructure Investment Program funds- no County General Funds are involved.
Duration	N/A- one time capital purchase
Previous Board Action	02/27/2020
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	County Counsel reviewed and approved this document on 7/22/2020
Procurement Review	This was not processed through Procurement. Item is an IGA.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S 9836

The Social Services Division of the Health, Housing, and Human Services Department requests approval of an agreement with Oregon Department of Transportation, Rail and Public Transit Division for Federal Transit Administration 5339 Bus and Bus Infrastructure Investment Program funds to purchase three replacement vehicles. Two buses will allow the Mt Hood Express to continue to provide accessible public transportation in the Mt Hood area and one van will allow the Transportation Reaching People program to provide essential transportation services to seniors and persons with disabilities county-wide.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp

and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others who need extra stops and route deviations bus service to access work, medical appointments and other needs. The Mt Hood Express cannot function without safe, reliable vehicles.

The Transportation Reaching People program provides rides to seniors and persons with disabilities throughout Clackamas County who have limited transportation options to get to medical appointments and other needed services. This agreement provides funding for a replacement van.

The agreement for \$304,300 was approved by County Counsel on 7/22/20. The match will be provided by State Transportation Funds, State Transportation Improvement Fund and public-private partnership with businesses in the Mt. Hood area. No County General Funds are involved.

RECOMMENDATION:

We recommend the Board approves of this agreement and that Richard Swift, H3S Director, be authorized to sign on behalf of Clackamas County.

Respectfully submitted

Handwritten signature in blue ink that reads "Gary A. Cook, H3S Deputy / For".

Richard Swift, Director
Health, Housing and Human Services

RAIL AND PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Rail and Public Transit Division, hereinafter referred to as "State," and **Clackamas County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2020** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2022** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subcontractor Insurance

Exhibit D: Summary of Federal Requirements, incorporating by reference Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement

Exhibit E: Information required by 2 CFR 200.331(a), may be accessed at <http://www.oregon.gov/odot/pt/>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$358,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$304,300.00** in Grant Funds for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A.
4. **Project.** The Grant Funds shall be used solely for the Project described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <http://www.oregon.gov/odot/pt/>. If Recipient is unable to access OPTIS, reports must be delivered to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Fund amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9.a. of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.** Any funds disbursed to Recipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to State. Recipient shall return all Misexpended Funds to State promptly after State's written demand and no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 14 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Recipient. Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) 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 Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor

accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Rail and Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient agrees to provide State with a copy of any signed subagreement upon request by State. Any substantial breach of a term or condition of a subagreement relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**

Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.

Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Any insurance obtained by the other party to Recipient's subagreements, if any, shall not relieve Recipient of the requirements of Section 11 of this Agreement. The other party to any subagreement with Recipient, if the other party employs subject workers as defined in ORS 657.027, must obtain Workers Compensation Coverage as described in Exhibit C.

- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. all procurement transactions are conducted in a manner providing full and open competition;

- iii. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- iv. construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.

10. Termination

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- b. **Responsibility for Grant Funds.** Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- c. **Amendments.** This Agreement may be amended or extended only by a written

instrument signed by both Parties and approved as required by applicable law.

- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the this Agreement.

- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- g. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- h. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- i. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent

contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- k. **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.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, 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. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Clackamas County/State of Oregon
Agreement No. 34218

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Teresa Christopherson
Social Services Department
Oregon City, OR 97045
1 (503) 650-5718
teresachr@co.clackamas.or.us

State Contact:

Jason Kelly
555 13th Street NE
Salem, OR 97301
1 (503) 731-3320
Jason.d.kelly@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Rail and Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Jason Kelly

Date _____ 06/07/2020

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name _____ Marvin Fjordbeck by email
(printed)

Date _____ 03/13/2017

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5339 Clackamas County 34218				
<i>Vehicle Replacement</i>				
Item #1: Vans				
	Total	Grant Amount	Local Match	Match Type(s)
	\$80,000.00	\$68,000.00	\$12,000.00	Local
Item #1: Bus < 30ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$100,000.00	\$85,000.00	\$15,000.00	Local
Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$178,000.00	\$151,300.00	\$26,700.00	Local
Sub Total	\$358,000.00	\$304,300.00	\$53,700.00	
Grand Total	\$358,000.00	\$304,300.00	\$53,700.00	

*Clackamas County
 5339 Vehicle Replacement*

1. PROJECT DESCRIPTION

Purchase 1 transit vehicle as follows: useful life - 10 years or 350,000 miles; approximate length - greater than or equal to 30 feet; estimated number of seats - 25-35; estimated number of ADA securement stations - 2; fuel type - diesel.

Purchase 1 transit vehicle as follows: useful life - 5 years or 150,000 miles; approximate length - greater than or equal to 22 feet; estimated number of seats - 12 to 16; estimated number of ADA securement stations - 2; fuel type - gasoline.

Purchase 1 transit vehicle as follows: useful life - 4 years or 100,000 miles; approximate length - 20 to 22 feet; estimated number of seats - 10; estimated number of ADA securement stations - 1; fuel type - gasoline.

Purchase includes all equipment and supplies necessary to put the vehicles into service including but not limited to radios, ski boxes, bike racks, and trailers.

The following vehicles have been approved for replacement in this Agreement:

- 1. OPTIS No. V001469 2014 Ford Aerotech; VIN 1FDFE4FS3EDA26731*
- 2. 2016 Ford Aerotech; VIN 1FDFE4FS5GDC11446*
- 3. 2016 Freightliner Defender; VIN 1FVACWDT4GHHL5392*

2. PROJECT DELIVERABLES, SCHEDULE and USE

All purchases and installations must be completed prior to the expiration date of this Agreement.

*Expected order date: July 1, 2020.
 Expected delivery date: June 30, 2022.*

For vehicles procured using State Price Agreement contracts managed by the Oregon Department of Administrative Services, all vehicle orders will be reviewed and approved by State prior to submission to selected vendor. State is responsible for submitting vehicle orders to selected vendor. If Recipient does not purchase from the State Price Agreement contracts managed by the Oregon Department of Administrative Services, Requests for Proposals to procure the vehicles must be reviewed by State prior to solicitation for bids. All vehicle orders will be reviewed by State prior to submission to the selected vendor.

This Agreement provides funding to purchase a passenger transportation vehicles to be used to provide public transportation service. Public transportation service is defined as service to the general public or special populations such as seniors and individuals with disabilities. Recipient may use the vehicles to coordinate public and human service transportation services with other agencies. Recipient will not lease the vehicles to another agency without the permission of State.

State will retain title to the vehicles as primary security interest holder as long as the vehicles remain in public transportation service. Recipient must request permission from State to release title for disposal when planning to sell or transfer a vehicle which has exceeded the minimum useful standard for age or mileage, and must notify State when actual disposal has been completed. Recipient must request permission from State in advance to transfer or otherwise dispose of a vehicle prior to its meeting federal useful life standards. Recipient must request permission from State to release title for changes.

Recipient will create and maintain a vehicle maintenance plan that utilizes the original equipment manufacturer (OEM) maintenance requirements for each vehicle and meets FTA transit asset management requirements in 49 CFR 625. Recipient will provide State a copy of the maintenance plan upon request.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Eligible expenses that may be charged to this Agreement include grant administration, the cost of the procurement process, delivery charges and post-delivery inspections. Aftermarket equipment, graphics and other items directly associated with these vehicles and required to put the vehicles into service are eligible. Purchase of an extended warranty is an eligible expense; however, the eligible warranty shall not exceed the defined useful life of the vehicles. Licensing and other post-delivery expenses are not eligible for reimbursement.

Recipient will provide matching funding from non-federal source(s). Sources of funding that may be used as matching funding for this Agreement include State grant funds, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as matching funding.

Recipient will subtract income from fares, tickets, and passes whether pre-paid or post-paid, from the gross operating expenses of the service. Under this Agreement, State will bear the sum remaining after the amount of Recipient's required share of local matching funds is subtracted from the total project expenses. Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible.

4. REPORTING and INVOICING REQUIREMENTS

Recipient will provide reporting information as prescribed by State on the vehicles purchased under this Agreement as long as the vehicles remains in public transportation service. Recipient will submit a request for reimbursement in a format provided by State. Reimbursement requests must include the following: a cover letter, copies of all invoices associated with expenses identified for reimbursement, and pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business Enterprise requirements.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of 2 CFR part 200, subpart F.

This Agreement is financed by the funding source indicated below:

Federal Program	Federal Funding Agency	CFDA Number	Total Federal Funding
9300.1A	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.526 (5339)	\$304,300.00

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301

EXHIBIT C

Insurance Requirements

GENERAL - SUBRECIPIENT.

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include State, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous

"claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

GENERAL - RECIPIENT.

Recipient shall: i) obtain insurance specified under TYPES AND AMOUNTS (except TYPES AND AMOUNTS paragraph I applies only to Recipient's subcontractors who employ subject workers) and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force throughout the duration of this Agreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide Workers' Compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance: Automobile Liability.** Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts as determined by State:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

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

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, Recipient 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) Recipient's completion and State's acceptance of all Services required under this Agreement or, (ii) the expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient 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 Recipient may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, Recipient shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE. State shall obtain from Recipient a certificate(s) of insurance for all required insurance before the effective date of this Agreement. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

EXHIBIT D

Summary of Federal Requirements and Incorporating by Reference Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements ("Certifications and Assurances") and Federal Transit Administration Master Agreement ("Master Agreement")

Recipient and Recipient's subrecipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements contained in the Certifications and Assurances available at www.transit.dot.gov. The Certifications and Assurances, including as they may be changed during the term of this Agreement, are by this reference incorporated herein.

Recipient further agrees to comply with all applicable requirements included in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or at www.transit.dot.gov. Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the funds described in Exhibit A:

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Recipient's DBE program, if applicable, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to State of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
4. Recipient must include the following language in each subagreement Recipient signs with a subcontractor or subrecipient:

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

5. By executing the Agreement, Recipient and contractors receiving in excess of \$100,000 in federal funds, other than Indian tribes, certify to State that they have not and will not use federal funds to pay for influencing or attempting to influence an officer or employee of any federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal grant, cooperative agreement or any other

federal award as well as the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, cooperative agreement, or other federal award. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. If non-federal funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

COPY

February 27, 2020

Board of Commissioners
Clackamas County

Members of the Board:

**Approval to Apply for a Capital Grant for Federal Transit Administration
Bus and Bus Infrastructure Investment Program Funds through Oregon Department
of Transportation for Mt Hood Express Vehicle Replacements**

Purpose/Outcomes	Agreement with Oregon Department of Transportation to provide funding for the purchase of three buses for the Mt Hood Express.
Dollar Amount and Fiscal Impact	The maximum grant award is \$460,000. The contract is funded through the Oregon Department of Transportation.
Funding Source	FTA 5339- Bus and Bus Infrastructure Investment Program funds- no County General Funds are involved.
Duration	N/A- one time capital purchase
Previous Board Action	None
County Counsel	N/A
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	N/A

The Social Services Division of the Health, Housing, and Human Services Department requests approval to apply for a capital purchases grant for Federal Transit Administration Bus and Bus Infrastructure Investment Program funds through the Oregon Department of Transportation to purchase three replacement buses to continue to provide public transit services in the Hoodland area of Clackamas County, especially for seniors and persons with disabilities. The grant application will be for a one time amount of \$460,000. The grant, if awarded, would have no effect on staffing. No County General Funds are involved.

The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department: H3S -Social Services Division Application for: Subrecipient funds Direct Grant
Grant Renewal? Yes No

Name of Funding Opportunity: 5339 Bus and Bus Facilities Infrastructure Investment Program

Funding Source: Federal State Local: _____

Requestor Information (Name of staff person initiating form): Teresa Christopherson

Requestor Contact Information: x5718

Department Fiscal Representative: Jennifer Snook

Program Name or Number (please specify): Mt Hood Express

Brief Description of Project:

ODOT is submitting an application on behalf of transit providers throughout the state of Oregon for the purchase of vehicles and other infrastructure needs. The Mt Hood Express needs three replacement vehicles- two 37 passenger buses and one 16 passenger cutaway- in order to continue to maintain transit services in the Mt Hood area.

Name of Funding (Granting) Agency: FTA

Agency's Web Address for Grant Guidelines and Contact Information:

OR

Application Packet Attached: Yes No

Completed By: Kristina Babcock Date: 2/20/2020

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

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

Competitive Grant Non-Competing Grant/Renewal Other Notification Date: 8/9/2017

CFDA(s), if applicable: 20.526

Announcement Date: 11/18/2019 Announcement/Opportunity #: _____

Grant Category/Title: BBBFIP Max Award Value: \$460,000

Allows Indirect/Rate: N/A Match Requirement: 15%

Application Deadline: N/A Other Deadlines: _____

Grant Start Date: Not stated Other Deadline Description: _____

Grant End Date: Not stated Application to be completed by ODOT by 3/3/2020

Completed By: Teresa Christopherson

Pre-Application Meeting Schedule: 2/25/2020

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

Mission/Purpose:

1. How does the grant support the Department's Mission/Purpose/Goals?

The Mt Hood Express provides general public transportation to the Mt Hood area, providing a key transportation link for low income households without other transportation options, seniors and persons with disabilities and job seekers. Vehicle replacement is essential for the service to continue operating.

2. How does the grant support the Division's Mission/Purpose/Goals? (If applicable)

See #1

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

None

4. What are the objectives of this grant? How will we meet these objectives?

The grant provides funding to replace buses on fixed route systems in order to ensure safety, connections between communities and ADA compliance. The replacement of the Mt Hood Express buses meets that objective.

5. Does the grant proposal fund an existing program? If yes, which program? If no, what should the program be called and what is its purpose?

Yes- the Mt Hood Express

Organizational Capacity:

1. Does the organization have adequate and qualified staff? If yes, what types of staff are required? If no, can staff be hired within the grant timeframe?

Yes. The Mt Hood Express Operations are currently run by the City of Sandy. The City of Sandy is staffed appropriately to handle operations. The City of Sandy and Clackamas County have an IGA regarding operation cost and performance expectations.

2. Is there partnership efforts required? If yes, who are we partnering with, what are their roles and responsibilities, and are they committed to the same goals?

We will be partnering with Oregon Department of Transportation that is actually submitting the application to the FTA to provide them with information about anticipated vehicle replacement needs.

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

N/A

4. If funding creates a new program, does the department intend that the program continue after initial funding is exhausted? If so, how will the department ensure funding (e.g. request new funding during the budget process, discontinue or supplant a different program, etc.)?

N/A

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?

Fleet asset reporting to ODOT on a quarterly basis (currently being done)

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

N/A- capital purchase

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

Follow vehicle purchase documentation requirements through ODOT

Fiscal

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

Yes- capital purchases of this magnitude are beyond the resources of our existing funding. Without this grant, these vehicles would not be replaced.

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

None

3. Is there a match requirement? If yes, how much and what type of funding (CGF, Inkind, Local Grant, etc.)?

There is a 15% match requirement which will be met through the use of STIF funds. These match funds will be included in the FY 21-23 STIF application.

4. Is this continuous or one-time funding? If one-time funding, how will program funding be sustained?

One time funding for capital purchases so no sustainability issues involved.

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

N/A

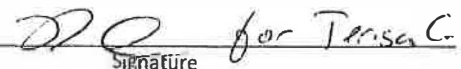
Program Approval:

Teresa Christopherson

8/16/2017

Name (Typed/Printed)

Date

 for Teresa C.
Signature

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

Section IV: Approvals

DIVISION DIRECTOR OR ASSISTANT DIRECTOR (or designee, if applicable)		
Brenda Durbin	Brenda Durbin	2-19-2020
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR		
Richard Swift	RODNEY A. COOK	2/19/20
Name (Typed/Printed)	Date	Signature

HBS Deputy / FSR
RICHARD SWIFT

IF APPLICATION IS FOR FEDERAL FUNDS, PLEASE SEND COPY OF THIS DOCUMENT BY EMAIL TO FINANCE (FinanceGrants@clackamas.us). ROUTE ORIGINAL OR SCANNED VERSION TO COUNTY ADMIN.

Section V: Board of County Commissioners/County Administration

(Required for all grant applications. All grant awards must be approved by the Board on their weekly consent agenda regardless of amount per local budget law 294.338.)

For applications less than \$150,000:

COUNTY ADMINISTRATOR	Approved: <input checked="" type="checkbox"/>	Denied: <input type="checkbox"/>
Gary Schmidt	2/27/2020	Gary Schmidt
Name (Typed/Printed)	Date	Signature

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

BCC Agenda Item #: A-5 Date: 2-27-2020

OR

Policy Session Date: [Redacted]

Gary Schmidt
County Administration Attestation

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



Richard Swift
Director

October 01, 2020

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intra-Agency Agreement with Clackamas County Health Centers Division for School Based Health Centers (SBHC) operating funds

Purpose/ Outcomes	This Agreement provides the basis for a cooperative working relationship for SBHC primary care services at the Rex Putnam, Oregon City, and Sandy SBHC's.
Dollar Amount and Fiscal Impact	The maximum Agreement value is \$162,000.
Funding Source	Public Health is receiving grant funds from the State Public Health Authority – No County General Funds will be used.
Duration	Effective July 01, 2020 and terminates on June 30, 2021
Previous Board Action	No previous Board actions
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on September 21, 2020
Procurement Review	Was the item processed through Procurement? NO This is grant funded and Health Centers is a named party in the grant.
Contact Person	Kim La Croix, Access to Care Program Manager (503) 742-5982
Contract No.	9867

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of an Intra-Agency Agreement with Clackamas County Health Centers Division (CCHCD) for primary care services at the Rex Putnam, Oregon City, and Sandy SBHC's. This will provide the basis for a cooperative working relationship and the provision of primary care services at the SBHC's. This agreement is funded with grant money received through the Local Public Health Authority (LPHA).

This contract is effective July 1, 2020 and continues through June 30, 2021.

Healthy Families. Strong Communities.

2051 Kaen Road, Oregon City, OR 97045 • Phone: (503) 742-5300 • Fax: (503) 742-5352
www.clackamas.us/community_health

Page 2

BCC Meeting October 1, 2020

Agreement # 9867

RECOMMENDATION:

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

Respectfully submitted,



Richard Swift, H3S Deputy / FOL

Richard Swift, Director
Health, Housing, and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9867	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input type="checkbox"/> Revenue
	Program Contact: La Croix, Kim	<input type="checkbox"/> Amend # \$
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, October 1, 2020

CONTRACT WITH: Clackamas Health Centers

CONTRACT AMOUNT: \$162,000.00

TYPE OF CONTRACT

- | | |
|--|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input checked="" type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- | | |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input checked="" type="checkbox"/> Retroactive Request? 7/1/2020 - 6/30/2021 |

INSURANCE What insurance language is required?

- Checked Off N/A
- Commercial General Liability:** Yes No, not applicable No, waived
If no, explain why: _____
- Business Automobile Liability:** Yes No, not applicable No, waived
If no, explain why: _____
- Professional Liability:** Yes No, not applicable No, waived
If no, explain why: _____
- Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

Has contract boilerplate language been altered, added, or deleted?

- No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

If yes, what language has been altered, added, or deleted and why: _____

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Monday, September 21, 2020

OR

This contract is in the format approved by County Counsel as part of the H3S contract standardization project.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin Only	Date Received: _____
	Date Signed: _____
	Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
 Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: Clackamas Health Centers _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 10/1/2020 _____

PURPOSE OF

CONTRACT/AGREEMENT: CCHC will provide Oregon City and Sandy School based health center primary healthcare according to SBHC protocols and certification requirements CCHC policies and procedures.

H3S CONTRACT NUMBER: 9867 _____

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

Contract # 9867

I. Purpose

This agreement provides the basis for a cooperative working relationship between the Clackamas County Public Health Division herein referred to as "CCPHD," and the Clackamas Health Centers Division, herein referred to as "CHCD," with the common goal of successfully operating a School Based Health Center (SBHC) program. The funds provided under this agreement shall only be used to support activities related to oversight, maintenance, administration, operation, and delivery of services within the SBHC.

II. Scope of Work and Cooperation

A. CHCD agrees to:

1. Provide primary healthcare to students within Oregon City High School, Rex Putnam High School, and Sandy High School according to Oregon Health Authority SBHC protocols and certification requirements and CHCD Policies.
2. All primary healthcare services must be delivered in accordance with the guidelines set forth in the 2017 Standards for Certification. The Standards for Certification includes administrative, operations and reporting guidance, and minimum standards and/or requirements in the areas of: certification process, sponsoring agency/facility, operations/staffing, laboratory, clinical services, data collection/reporting and quality assurance.
3. Maintain an operations agreement with Oregon City High School, Rex Putnam High School, and Sandy High School for the delivery of SBHC services by Clackamas County Health Centers. Provide a copy of the operations agreements with the CCPHD annually.
4. Prepare SBHC facilities and staff for recertification site visits with Oregon Health Authority (OHA). Appoint SBHC leadership to participate in site visit and address items identified by OHA.
5. Participate in quarterly OHA SBHC meetings.
6. Designate a staff person to maintain the State Operational Profile (online portal) and submit data in accordance with OHA requirements.
7. Participate in OHA sponsored trainings and webinars.
8. Collaborate with CCPHD on grant proposals to support the SBHC when funding opportunities arise that align with the SBHC mission or improve population health that align with the SBHC and Health Centers mission and SBHC Strategic Plan.

9. Write and submit narrative and financial reports required by the grant funder. Share the narrative and financial reports with CCPHD.
10. Facilitate School district wide collaboration with SBHC staff, school district staff, public health services, other county departments, and community agencies in order to develop, implement, and maintain SBHC services for school-age children as opportunities arise.
11. Upon request, share de-identified electronic health record (EPIC) data with CCPHD.
12. Conduct communication activities (e.g. website) that promote Oregon City, Rex Putnam, and Sandy SBHC clinics.

B. CCPHD agrees to:

1. Upon request, provide the oversight and technical assistance so that each SBHC in its jurisdiction meet the 2017 Standards for Certification for SBHC.
2. Assure to the OHA State Program Office (SPO) that all certification documentation and subsequent follow-up items are completed by the requested date(s) in accordance with the certification review cycle.
3. Connect with leadership team at least two times per year to facilitate communication and program development.
4. Upon receipt of proper invoice, distribute SBHC funding on behalf of the OHA to CHCD for provision of healthcare services between July 1, 2020 and June 30, 2021.
5. Develop and distribute updated SBHC agreements as needed.
6. Analyze school based health center related data, from a population health perspective, and share with CHCD annually.
7. Conduct county-wide communications regarding SBHC services. CCPHD will notify and collaborate with CHCD about communications related to the SBHCs where CHCD is the medical sponsor.
8. Monitor fiscal and programmatic compliance, of CHCD with this contract, by regularly reviewing invoices and participating in biennial state certification exit interviews.

III. Liaison Responsibility

Aria Baker will act as liaison from CCPHD:

ABaker@clackamas.us

Erin DeArmond-Reid will act as liaison from CHCD:

Ereid@clackamas.us

IV. Compensation

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

The maximum amount available for CHCD under this agreement shall not exceed \$162,000. The funds shall be distributed as follows:

Up to \$54,000 for Oregon City SBHC
Up to \$54,000 for Rex Putnam SBHC
Up to \$54,000 for Sandy SBHC

CHCD shall submit monthly expenditure reimbursement interfund transfer request invoices by the tenth day of the month following that in which service was performed for true and verifiable costs and expenses related to implementation of the services outlined in this agreement. The invoice must be itemized and reference contract # 9867, dates of service, number of hours billed, and the total amount due for all service provided during the month. Invoices shall be submitted to:

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

When submitting electronically, designate CHCD name and contract # 9867 in the subject of the e-mail.

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

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

V. Reporting Requirements

A. Fiscal Reports

1. CHCD shall submit year to date expense reports to CCPHD on January 15th and July 15th.
2. Reports will be itemized and will include all operational expenses to include, but not limited to: staff, supplies, lease, and maintenance.
3. Based on year end reconciliation, all monies not allocated by expense reports shall be returned to CCPHD.
4. CHCD will submit Fiscal Reports to:

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

OR

SOlson4@clackamas.us

B. Performance Reporting

1. Submit annual Client encounter data in a form acceptable to the OHA SPO and in accordance with the 2017 Certification Standards at two times during the year, no later than January 31, 2021 for the previous calendar year (July 1, 2020 – December 31, 2020) and no later than July 15, 2021 for the preceding service year (July 1, 2020 – June 30, 2021).
2. Submit annual SBHC Key Performance Measure (KPM) data in a form acceptable to the OHA SPO and in accordance with the certification standards no later than October 1, 2021 for the preceding service year (July 1, 2020 – June 30, 2021).
3. Submit annual SBHC Billing, Revenue and Funding data in the form acceptable to the OHA SPO no later than October 1, 2021 for the preceding service year (July 1, 2020 – June 30, 2021).
4. Submit annual SBHC hours of operation and staffing in the form acceptable to the OHA SPO no later than October 1, 2021 for the current service year (July 1, 2020 – June 30, 2021).
5. Submit completed annual patient satisfaction survey data no later than January 31, 2021 and June 30, 2021.
6. Complete online national census survey every year.
7. CHCD will submit Performance Reports to:

Clackamas County Public Health Division
Attn: Aria Baker
999 Library Ct
Oregon City, OR 97045
ABaker@clackamas.us

And

School-Based Health Center Program
800 NE Oregon, Suite 805
Portland, OR 97232
E-mail: SBHC.program@state.or.us
Phone: (971) 673-0871

VI. Amendments

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

VII. Term of Agreement

This agreement becomes effective July 1, 2020 and is scheduled to terminate June 30, 2021.

This agreement is subject to cancellation by either of the parties when thirty (30) days' written notice has been provided.

Termination. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice, in writing and delivered by certified mail or in person.

If sufficient funds are not provided in future approved budgets of County (or from applicable federal, state, or other sources) to permit County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

This agreement consists of seven (7) sections.

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

CLACKAMAS HEALTH CENTERS DIVISION

Deborah
Cockrell

Digitally signed by Deborah
Cockrell
Date: 2020.09.17 13:10:53
-07'00'

Deborah Cockrell, Director

9/17/2020

Date

CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

Philip Mason-
Joyner

Digitally signed by Philip
Mason-Joyner
Date: 2020.09.18 11:57:32
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Philip Mason-Joyner, Director

9/18/2020

Date

HEALTH, HOUSING AND HUMAN SERVICES DEPARTMENT

Richard Swift, Director

Date

