

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to Apply to Funding Opportunity HRSA-21-093 with Health Resources and Services Administration (HRSA) for Health Center Program Expansion – School-Based Services Sites

<b>Purpose/Outcomes</b>	To expand access to health center services by increasing the number of patients who access comprehensive primary health care services through Health Center Program award recipients' service delivery sites located at schools. Health Centers Division intend to utilize funds to establish two new SBHC in the North Clackamas School District.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement value is \$400,000.
<b>Funding Source</b>	Health Resource and Services Administration (HRSA). No County General Funds are involved.
<b>Duration</b>	Effective September 1, 2021 and terminates on August 31, 2023
<b>Previous Board Action</b>	No Previous Board Actions have been taken.
<b>Strategic Plan Alignment</b>	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	1. Not required, application only
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	10120

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity HRSA-21-093 issued by the Health Resources and Services Administration (HRSA). Health Centers will open two new SBHCs and expand comprehensive medical, dental, behavioral health and substance abuse treatment to low-income and underserved residents of North Clackamas School District. The sites are located at Clackamas High School and Adrienne C. Nelson High School.

This funding opportunity has a maximum value of \$400,000. It is effective September 1, 2021 and terminates on August 31, 2023.

**RECOMMENDATION:**

Staff recommends approval of this agreement and authorizes the Director of Health, Housing and Human Services to sign this agreement.

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s

Respectfully submitted,

Mary Rumbaugh for  
Rodney A. Cook

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

## Financial Assistance Application Lifecycle Form

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

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

**\*\* CONCEPTION \*\***

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

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

Lead Department:

H3S-Health Centers Division

Application for:  Subrecipient Assistance  Direct Assistance

Grant Renewal?  Yes  No

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

If Disaster or Emergency Relief Funding, EOC will need to approve prior to being sent to the BCC

Name of Funding Opportunity:

Fiscal Year 2021 School-Based Service Sites

Funding Source:  Federal  State  Local

Requestor Information (Name of staff person initiating form):

Jennifer Stone

Requestor Contact Information:

JStone@clarkamas.us; 503-742-5967

Department Fiscal Representative:

Sarah Jacobson

Program Name or Number (please specify):

Pediatric Clinics

Brief Description of Project:

Fiscal year (FY) 2021 School-Based Service Sites (SBSS) funding is available for Health Center Program award recipients on a competitive basis. SBSS funding will expand access to health center services by increasing the number of patients who access comprehensive primary health care services through Health Center Program service delivery sites located at schools. Health centers will accomplish this by:

- \*adding new Health Center Program service delivery sites at schools, or
- \*expanding comprehensive primary health care services at existing Health Center Program service delivery sites located at schools.

Name of Funding Agency:

HRSA (Health Resources & Services Administration)

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

<https://bphc.hrsa.gov/program-opportunities/school-based-service-expansion>

**OR**

Application Packet Attached:  Yes  No

Completed By:

Jennifer Stone

3.4.2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

93.527

Funding Agency Award Notification Date:

HRSA/ On or around the start date of 9/1/2021

Announcement Date:

2/19/2021

Announcement/Opportunity #:

HRSA-21-093

Grant Category/Title:

Health Center Program Service Exp

Max Award Value:

\$400,000.00

Allows Indirect/Rate:

Yes/NA

Match Requirement:

No

Application Deadline:

3/22/2021

Other Deadlines:

Phase 2 Application: 4/20/2021

Award Start Date:

9/1/2021

Other Deadline Description:

Award End Date:

8/31/2023

Completed By:

Jennifer Stone

Program Income Requirement:

All program income generated as a result of award

Pre-Application Meeting Schedule:

3/4/2021

**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?

This funding opportunity supports the opening of two new school based health centers which will treat the vulnerable pediatric population within the schools. Clackamas Health Centers will act as the medical sponsor for the two new clinics.

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

None.

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

The objective of this funding opportunity is to open two new school based health centers. We will meet this objective by hiring pediatric focused staff to meet the needs of the vulnerable pediatric population they will be serving.

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

The two new school based health centers will fall under the Gladstone and School based Health Centers MFR 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?

No, staff will be hired to meet the capacity needs.

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

Yes, Health Center's partners with the school district. The school district provides the space at each school for the Health Centers staff to provide services as the school based health center sponsor.

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, 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.)?

No it will not create a new MFR program. We will expect the program to continue on after the funding ends. The program will be funded by revenue generated from services provided.

**Collaboration**

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

N/A

**Reporting Requirements**

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

Semi-Annual Progress Report and a Non-Competing Continuation Progress Report which triggers year 2 funding (dependent upon congressional appropriation, satisfactory recipient performance, and a determination that continued funding would be in the best interest of the Federal Government).

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?

The performance will be evaluated based on new clients served and outcomes achieved based on metrics. The data source will be our electronic health record, EPIC.

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

Non-Competing Continuation Progress Report

**Fiscal**

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

Yes the cost to administer the grant will be minimal.

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

Yes, staff will generate charges for services revenue in combination with the grant funding.

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

N/A

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

No, the grant/financial assistance does not cover indirect costs.

Program Approval:

Carol Kepp

4/14/2021

Carol Kepp

Digitally signed by Carol Kepp  
Date: 2021.04.14 16:05:41 -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 WELI MGR \*\***

**Section IV: Approvals**

<b>DIVISION DIRECTOR (or designee, if applicable)</b>		
Deborah Cockrell	4/14/21	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.04.14 16:28:31 -0700</small>
Name (Typed/Printed)	Date	Signature

<b>DEPARTMENT DIRECTOR (or designee, if applicable)</b>		
Mary Rumbaugh for Rodney A. Cook	4/15/2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.04.15 12:04:05 -0700</small>
Name (Typed/Printed)	Date	Signature

<b>FINANCE ADMINISTRATION</b>		
Elizabeth Comfort	4.19.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.04.19 09:02:05 -0700</small>
Name (Typed/Printed)	Date	Signature

<b>EOC COMMAND APPROVAL (DISASTER OR EMERGENCY RELIEF APPLICATIONS ONLY)</b>		
N/A		
Name (Typed/Printed)	Date	Signature

**Section V: Board of County Commissioners/County Administration**

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

**For applications less than \$150,000:**

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

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

BCC Agenda item #:  Date:

OR

Policy Session Date:

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County Administration Attestation

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

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval for Amendment #10 to Agreement #7462 a Revenue Agreement with CareOregon for Delegated Credentialing Processes

<b>Purpose/Outcomes</b>	CareOregon provides Clackamas County Health Centers Division (CCHCD) reimbursement for services provided within the CCHCD Clinics.
<b>Dollar Amount and Fiscal Impact</b>	CCHCD is eligible to receive payment for services furnished to persons enrolled in OHP. This is a no maximum agreement.
<b>Funding Source</b>	No County funds. This is a revenue agreement with CareOregon.
<b>Duration</b>	June 1, 2021 – no expiration.
<b>Previous Board Action</b>	The Board last reviewed and approved this contract on February 25, 2021 Agenda item – A4: 022521-A4.
<b>Strategic Plan Alignment</b>	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
<b>Counsel Review</b>	1. April 6, 2021 2. KR
<b>Procurement Review</b>	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. Revenue contract, no procurement needed.
<b>Contact Person</b>	Deborah Cockrell, Health Center Director – 503-742-5495
<b>Contract No.</b>	7642_10

**BACKGROUND:**

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of Amendment #10 to agreement #7642 with CareOregon for the purpose of adding general requirements and credentialing delegation exhibits to the agreement.

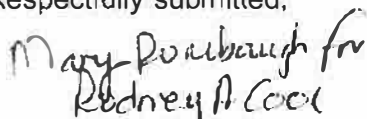
CareOregon currently credentials all licensed practitioners. CCHCD will be responsible for credentialing our own practitioners once this amendment is executed. CareOregon has made this change to create consistent delegated credentialing processes for all Medicaid lines of business.

This is a revenue contract for CCHCD. The total amount of the agreement is unknown because the number of authorized patients cannot be projected with certainty. No County General Funds are involved. The Amendment #10 is effective June 1, 2021 and will continue until terminated.

**RECOMMENDATION:**

Staff recommends approval of this amendment.

Respectfully submitted,



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

*Healthy Families. Strong Communities.*

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

Clackamas.us/h3s





# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 7642	<b>Division:</b> HC	<input type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Howard, Rebecca	<input checked="" type="checkbox"/> Revenue
	<b>Program Contact:</b> Cockrell, Deborah	<input checked="" type="checkbox"/> Amend # 10 \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, May 13, 2021

**CONTRACT WITH:** CareOregon, Inc.

**CONTRACT AMOUNT:** No Maximum

**TYPE OF CONTRACT**

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

**DATE RANGE**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____          |
| <input type="checkbox"/> Upon Signature _____ - _____              | <input type="checkbox"/> Biennium _____ - _____             |
| <input checked="" type="checkbox"/> Other 6/1/2021 - No Expiration | <input type="checkbox"/> Retroactive Request? _____ - _____ |

**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: Rastetter, Kathleen    Date Approved: Wednesday, April 7, 2021

OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** \_\_\_\_\_

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b> _____

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Health Centers

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** CareOregon, Inc.

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 5/13/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** CCHCD will provide Primary Care, Dental, and Chemical Dependency Services to CareOregon's referred OHP patients.

Adds Exhibit I, General Requirements for CareOregon Subcontractors Performing health Plan Services and Exhibit I-1, Delegation of Credentialing

**H3S CONTRACT NUMBER:** 7642

**AMENDMENT #10**

To The

**CAREOREGON PROVIDER AGREEMENT**

Between

**CAREOREGON, INC.**

and

**CLACKAMAS COUNTY**

This is an Amendment to the CareOregon Provider Agreement (hereinafter referred to as "Agreement") that was effective June 1, 2016 between CareOregon, Inc. (herein referred to as "CareOregon") and Clackamas County (hereinafter referred to as "Provider").

CareOregon and Provider agree that the Agreement between the parties be amended as follows:

1. Exhibit I, General Requirements for CareOregon Subcontractors Performing Health Plan Services under the CCO Contract, is hereby added to this Agreement.
2. Exhibit I-1, Delegation of Credentialing, is hereby added to this Agreement

IN WITNESS WHEREOF, the parties have executed the terms of this Amendment to be effective on **June 1, 2021**. All other terms and conditions of the Agreement shall remain in full force and effect.

**CAREOREGON, INC.**

**CLACKAMAS COUNTY**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Eric C. Hunter

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID: \_\_\_\_\_

**EXHIBIT I**  
**GENERAL REQUIREMENTS FOR CAREOREGON SUBCONTRACTORS**  
**PERFORMING HEALTH PLAN SERVICES UNDER THE CCO CONTRACT**

CareOregon serves Oregon’s Coordinated Care Organizations (“CCO” also referred to herein as “Contractor”) by providing certain health plan services under contracts with CCOs. All CCOs are a party to a standard agreement with the Oregon Health Authority (“OHA”) titled, “Oregon Health Plan, Health Plan Services Contract” and “Cover All Kids Health Plan Services Contract” intentionally referred to in the singular in this Exhibit as the “CCO Contract”. The CCO Contract applies to CareOregon as the primary subcontractor of a CCO. As a downstream subcontractor of CareOregon, Provider (“Subcontractor”) also agrees to provide its services pursuant to the CCO Contract.

**Subcontractor shall comply with the provisions in this Exhibit to the extent that they are applicable to the goods or services provided by Subcontractor under this Exhibit for Delegated CCO Health Plan Services (“Exhibit”); provided, however, that this Exhibit shall not terminate or limit Contractor’s legal responsibilities to OHA for the timely and effective performance of Contractor’s duties and responsibilities under the CCO Contract. Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, including definitions incorporated therein by reference. In the event of a conflict or inconsistency with any term or condition in the CareOregon Provider Agreement (“Agreement”), this Exhibit shall control.**

1. **Service Area and Enrollment Limits. For the purposes of this Exhibit, Subcontractors Service Area is all zip codes contained in the service areas of:**

Health Share of Oregon, Coordinated Care Organization

Columbia Pacific CCO, LLC, Coordinated Care Organization

Jackson Care Connect, Coordinated Care Organization

**Subcontractor agrees to provide services to all Members without an Enrollment Limit.**

2. **Interpretation and Administration of Exhibit. The parties acknowledge and agree that this Exhibit is subject to the terms and conditions of the Health Plan Services Contract and Cover All Kids Health Plan Services Contract (intentionally referred to in the singular as the “CCO Contract”) which is the standard agreement(s) used by the Oregon Health Authority (“OHA”) with all CCOs. As CareOregon contracts with multiple CCOs, the specific contract applicable to this Exhibit may be the CCO Contract between OHA and Health Share, and/or Columbia Pacific CCO, and/or Jackson County CCO, or another CCO if CareOregon enters into a subcontract with another CCO after the execution of this Exhibit. The parties shall interpret and administer this Exhibit in accordance with the CCO Contract, Section VI titled “Interpretation and Administration of Contract” which shall be incorporated herein by reference.**

**The parties further acknowledge and agree that in the event that any provision, clause or application of this Exhibit is ambiguous with respect to the delegation of CCO Contract provisions due to drafting, technical or similar issues, the parties shall interpret this Exhibit in a manner consistent with the original intention of the parties, to allow CareOregon to delegate duties and obligations to Subcontractor related to providing services that are Covered Services, as outlined in the attached scopes of work, to Members under the CCO Contract as CareOregon deems reasonably possible and appropriate in light of Subcontractor's mission and objectives.**

**3. Performance of Exhibit.** Subcontractor agrees to perform its duties and obligations under this Exhibit in accordance with the CCO Contract, applicable federal, state, and local laws, the terms and conditions of this Exhibit, and all applicable policies and procedures adopted by CareOregon. CareOregon will make best efforts to provide Subcontractor with copies of all such policies and procedures. If Subcontractor fails to comply with any provisions of this Exhibit or with CareOregon policies and procedures, CareOregon may terminate this Agreement or Exhibit as outlined in the Termination provisions in Article VII of the Agreement.

**4. Definitions**

Capitalized terms used in this Exhibit, but not otherwise defined in the Exhibit, shall have the same meaning as those terms in the CCO Contract, Exhibit A.

**5. Statements of Work.** Specific service level statements of work for Covered Services associated with these general requirements for delegated services under the CCO contract will be attached to this Exhibit.

**6. Payment Contingent on CCO Receiving Payment.** Under Exhibit B, Part 4, Section 12(d) of the CCO Contract, Subcontractor understands and agrees that if CareOregon is not paid or not eligible for payment by OHA for services provided because the applicable CCO is not paid, Subcontractor will not be paid or be eligible for payment by OHA.

**7. Key Deliverables**

**a. Reporting Requirements.** Subcontractor will assist in all applicable reporting requirements in the CCO Contract associated with the scope of the delegated health plan services being performed as outlined in the statement(s) of work. CareOregon will share these CCO Contract reporting requirements with Subcontractor as soon as reasonably possible so Subcontractor can adequately prepare to produce such reports. Additionally, Subcontractor will produce any additional reports as reasonably requested by CareOregon in order for it to carry out its oversight and monitoring duties.

**b. Financial Reporting Requirements.**

To the extent applicable to the scope(s) of work:

- i. Subcontractor shall follow and use Statutory Accounting Principles in the preparation of all financial statements and reports filed with CareOregon, unless CareOregon policies and procedures or written reporting instructions allow otherwise.
- ii. Subcontractor shall maintain sound financial management procedures and demonstrate to CareOregon through proof of financial responsibility that it is able to perform the work required under this Contract efficiently, effectively and economically and is able to comply with the requirements of this Contract.
- iii. Subcontractor shall cooperate with CareOregon to submit any information required for CareOregon to complete the reporting required under Exhibit L of the CCO Contract including but not limited to annual, quarterly, and audited financial statements as needed.

**c. BAA required for Delegated Health Plan Services.** The services provided under this Exhibit are being delivered on behalf of CareOregon because Subcontractor is performing on contractual obligations for health plan services. This is distinct from the actual delivery of health care services as outlined in other parts of this agreement. As a result, under this Exhibit Subcontractor is acting as the Business Associate of CareOregon and a Business Associate Agreement is required to be executed between the parties.

**d. Additional Actions Required Following Notice of Termination.** After providing notice of termination to CareOregon under Article VII of the CareOregon Provider Agreement, and to the extent applicable to the scope(s) of work, Subcontractor shall:

- i. Submit to CareOregon a Transition Plan detailing how Subcontractor will fulfill its continuing obligations under this Exhibit and identifying an individual (with contact information) as Subcontractor's transition coordinator. The Transition Plan is subject to approval by CareOregon. Subcontractor shall make revisions to the plan as requested by CareOregon. Failure to submit a Transition Plan and obtain written approval of the Transition Plan by CareOregon may result in CareOregon extending the termination date by the amount of time necessary in order for CareOregon to provide a Transition Plan or approve the Transition Plan submitted by Subcontractor. The Transition Plan shall include the prioritization of high-needs Members for care coordination and other Members requiring high level coordination.
- ii. Submit reports to CareOregon every thirty (30) calendar days, or as otherwise agreed upon in the Transition plan, detailing Subcontractor's progress in carrying out the Transition Plan. Subcontractor shall submit a final report to CareOregon describing how Subcontractor has fulfilled all its obligations under the Transition Plan including resolution of any outstanding responsibilities.

- iii. Maintain adequate staffing to perform all functions specified in this Exhibit.
  - iv. Cooperate with CareOregon to arrange for orderly and timely transfer of Members from coverage under this Exhibit to coverage under new arrangements authorized by CareOregon. Such actions of cooperation shall include but are not limited to Subcontractor continuing to provide care coordination until appropriate transfer of care can be arranged for those Members in a course of treatment for which change of Subcontractors could be harmful.
- e. Continuity of Care.** The parties shall cooperate in ensuring the transition of the Members' care, and wrap-up of all duties and responsibilities, upon the termination or expiration of this Exhibit. Subcontractor shall ensure:
- i. Continuation of services to members for any period and Covered Service for which CareOregon has actually paid Compensation to Subcontractor;
  - ii. Orderly and reasonable transfer of member care in progress at the end of the Term, whether or not those members are hospitalized;
  - iii. Timely submission of information, reports and records, including encounter data, required to be provided to CareOregon and OHA relating to services provided.
  - iv. If Subcontractor continues to provide services to a member after the Term, CareOregon shall have no responsibility to pay for such services pursuant to this Exhibit.
- f. External Quality Review.** Subcontractor shall to cooperate with CareOregon, the applicable CCO, and OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to Covered Services furnished under this Exhibit, pursuant to CCO Contract Exhibit B, Part 10, Section 8.
- g. Monitoring and Delegation Oversight.** As a subcontractor of a health plan function, Subcontractor agrees is considered a Subcontractor under the CCO Contract and agrees to participate in CareOregon's required monitoring and delegation oversight activities as listed in Exhibit B, Part 4, Section 12 of the CCO Contract, including but not limited to:
- i. Ongoing oversight and monitoring of Subcontractor's compliance with the terms of this Exhibit.
  - ii. At least once per year, cooperating with CareOregon to produce a formal review of Subcontractor's performance under this Exhibit, referred to as the "Annual Subcontractor Performance Report" in the CCO Contract.
  - iii. The Annual Subcontractor Performance Report will include at minimum the following elements:
    - 1. An assessment of the quality of Subcontractor's performance of contracted Work;

2. Any complaints or Grievances filed in relation to Subcontractor's Work;
  3. Any late submission of reporting deliverables or incomplete data;
  4. Whether employees of the Subcontractor are screened and Monitored for federal exclusion from participation in Medicaid;
  5. The adequacy of Subcontractor's compliance functions including all Fraud, Waste, and Abuse policies and procedures required in Exhibit B, Part 9, Sections 11-18; and
  6. Any deficiencies that have been identified by OHA related to work performed by Subcontractor.
- iv. In the event CareOregon identifies any deficiencies or areas for improvement, CareOregon will require Subcontractor to implement a Corrective Action Plan to remedy such deficiencies.

**h. Program Integrity.**

- i. **Overview of OHA Monitoring and Compliance Review.** OHA is responsible for monitoring CCO compliance with the terms and conditions of the CCO Contract and all applicable laws. If after conducting an audit or other compliance review of the CCO and CareOregon, Subcontractor's compliance cannot be determined, or if OHA determines that the CCO, CareOregon, and/or Subcontractor has breached the terms or conditions of the CCO Contract, OHA may impose Sanctions on the CCO which will be applied to CareOregon and Subcontractor in so far as the Sanctions relate to work performed under this Exhibit. A larger explanation of OHA's authority and potential sanctions are contained in Exhibit B, Part 9.
  - ii. Exhibit B, Part 9, Sections 10-18 of the CCO Contract is delegated to Subcontractor. These sections require Subcontractor to develop and implement Fraud, Waste, and Abuse prevention policies and procedures that ensure compliance with 42 CFR Part 455, 42 CFR Part 438, Subpart H, and OAR 410-120-1510; and (ii) annually creating a plan for implementing its policies and procedures. It is a requirement of the CCO and CareOregon to ensure that Subcontractor, as a subcontractor, complies with the terms and conditions set forth in Exhibit B, Part 9, Sections 11-18. Oversight and monitoring of these requirements may be performed at regular intervals including but not limited to at minimum an annual Delegation Oversight review.
- i. **Privacy, Security and Retention of Records.** Exhibit B, Part 8, Section 2 of the CCO Contract is delegated to Subcontractor.
- j. **Participation in Health Equity Plan.** Pursuant to 2018 HB 4018B, CareOregon must work with the CCO(s) to develop and implement a Health Equity Plan designed to address the cultural, socioeconomic, racial, and regional disparities in



health care that exist among OHP members and the communities within the CCO(s) Service Area. In so far as the Health Equity Plan includes functions that Subcontractor is performing on behalf of CareOregon, Subcontractor will participate and contribute to the development and execution of the Health Equity Plan.

**8. CCO Subcontractor Requirements.** As a Subcontractor of CareOregon, under the CCO Contract, Subcontractor is required to comply with Exhibit B, Part 4, Section 12; Exhibit B, Part 9, Sections 11-18; Exhibit E, Required Federal Terms and Conditions in its entirety; Exhibit D, Section 20 which requires subcontracts to include Exhibit D, Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, 31, 32, and 33.

**a. Subcontractor Requirements**

Subcontractor agrees to comply with the general Subcontractor Requirements listed in Exhibit B, Part 4, Section 12 of the CCO Contract which is summarized above in this Exhibit under Section 7(g), to the extent they apply to Subcontractor's scope of work under this Exhibit.

**b. Program Integrity Requirements**

Subcontractor agrees to comply with the Program Integrity requirements listed Exhibit B, Part 9, Sections 11-18 which is summarized above in this Exhibit under Section 7(h), to the extent they apply to Subcontractor's scope of work under this Exhibit.

**c. Required Federal Terms and Conditions**

Subcontractor agrees to comply with the federal requirements listed in the CCO Contract, Exhibit E to the extent they apply to Subcontractor's scope of work under this Exhibit.

**d. Governing Law, Consent to Jurisdiction (CCO Contract, Exhibit D, Section 1)**

This Exhibit 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, the "Claim") between OHA or any other agency or department of the State of Oregon, or both, and the CCO that implicates CareOregon and its downstream Subcontractors that arises from or relates to this Exhibit shall be brought and conducted solely and exclusively within the Circuit Court of Marion County or of Multnomah County for the State of Oregon; provided, however, (a) if federal jurisdiction exists then OHA may remove the Claim to federal court, and (b) if a Claim must be brought in or is removed to a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Subcontractor agrees that a suit brought by the State of Oregon can be in the jurisdiction of any court and it is entitled to any form of defense to or immunity from any Claim whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise. SUBCONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**e. Compliance with Applicable Law (CCO Contract, Exhibit D, Section 2)**

- i. Subcontractor shall comply and cause all its Subcontractors to comply with all State and local laws, regulations, executive orders and ordinances applicable to the CCO Contract or to the performance of Work as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS 659A.142; (ii) OHA rules pertaining to the provision of integrated and coordinated care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) rules in OAR Chapter 309, Divisions 012, 014, 015, 018, 019, 022, 032 and 040, pertaining to the provisions of Behavioral Health services; (v) rules in OAR Chapter 415 pertaining to the provision of Substance Use Disorders services; (vi) state law establishing requirements for Declaration for Mental Health Treatment in ORS 127.700 through 127.737; and (vii) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations, executive orders and ordinances are incorporated by reference herein to the extent that they are applicable to the CCO Contract and required by law to be so incorporated. OHA's performance under the CCO Contract is conditioned upon Subcontractor's compliance with the provisions of ORS 279B.220, ORS 279B.225, 279B.230, 279B.235 and 279B.270, which are incorporated by reference herein. Subcontractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).
  - ii. In compliance with the Americans with Disabilities Act, any written material that is generated and provided by Contractor under this Contract to Clients or Members, including Medicaid-Eligible Individuals, shall, at the request of such Clients or Members, be reproduced in alternate formats of communication, to include Braille, large print, audiotape, oral presentation, and electronic format. Subcontractor shall not be reimbursed for costs incurred in complying with this provision. Subcontractor shall cause all Subcontractors under this Contract to comply with the requirements of this provision.
  - iii. Subcontractor shall comply with the federal laws as set forth or incorporated, or both, in the CCO Contract and all other federal laws applicable to Subcontractor's performance under this Exhibit as they may be adopted, amended or repealed from time to time.
- f. Independent Contractor (CCO Contract, Exhibit D, Section 3)**
- i. Subcontractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
  - ii. If Subcontractor is currently performing work for the State of Oregon or the federal government, Contractor by signature to this Contract, represents and warrants that Subcontractor's Work to be performed under this Contract creates no potential or actual conflict of interest as defined by ORS Chapter

244 and that no statutes, rules or regulations of the State of Oregon or federal agency for which Subcontractor currently performs work would prohibit Subcontractor's Work under this Contract. If compensation under this Exhibit is to be charged against federal funds, Subcontractor certifies that it is not currently employed by the federal government.

- iii. Subcontractor is responsible for all federal and State taxes applicable to compensation paid to Contractor under this Exhibit and, unless Subcontractor is subject to backup withholding, CareOregon will not withhold from such compensation any amounts to cover Subcontractor's federal or State tax obligations. Subcontractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation paid to Subcontractor under this Exhibit, except as a self-employed individual.
- iv. Subcontractor shall perform all Work as an Independent Contractor. CareOregon reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product; however, CareOregon may not and will not control the means or manner of Subcontractor's performance. Subcontractor is responsible for determining the appropriate means and manner of performing the Work.

**g. Representations and Warranties (CCO Contract, Exhibit D, Section 4)**

- i. Subcontractor's Representations and Warranties. Subcontractor represents and warrants to CareOregon that:
  - 1. Subcontractor has the power and authority to enter into and perform this Exhibit;
  - 2. This Exhibit, when executed and delivered, shall be a valid and binding obligation of Subcontractor enforceable in accordance with its terms;
  - 3. Subcontractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Subcontractor will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Subcontractor's industry, trade or profession;
  - 4. Subcontractor shall, at all times during the Term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work; and
  - 5. Subcontractor prepared its Application related to this Exhibit, if any, independently from all other Subcontractors, and without collusion, Fraud, or other dishonesty.
- ii. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**h. Access to Records and Facilities; Records Retention; Information Sharing (CCO Contract, Exhibit D, Section 15)**

- i. Subcontractor shall maintain, and require its Subcontractors and Participating Providers to maintain, all financial records relating to this Contract in accordance with best practices or National Association of Insurance Commissioners accounting standards. In addition, Subcontractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor, whether in paper, electronic or other form, that are pertinent to this Exhibit, in such a manner as to clearly document Subcontractor's performance. All Clinical Records, financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subcontractor whether in paper, electronic or any other form, that are pertinent to this Contract, are collectively referred to as "Records." Subcontractor acknowledges and agrees that CareOregon, OHA, CMS, the Oregon Secretary of State, DHHS, the Office of the Inspector General, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives shall have access to all Subcontractor, Participating Provider, and Subcontractor Records for the purpose of performing examinations and audits and make excerpts and transcripts, evaluating compliance with this Exhibit, and to evaluate the quality, appropriateness and timeliness of services. Subcontractor further acknowledges and agrees that the foregoing entities may, at any time, inspect the premises, physical facilities, computer systems, and any other equipment and facilities where Medicaid-related activities or Work is conducted or equipment is used (or both conducted and used).
  1. The right to audit under this section exists for 10 years from, as applicable, the Expiration Date or the date of termination, or from the date of completion of any audit, whichever is later.
  2. Subcontractor shall, upon request and without charge, provide a suitable work area and copying capabilities to facilitate such a review or audit. This right also includes timely and reasonable access to Subcontractor's personnel and the personnel of any downstream Subcontractors for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period, but shall last as long as the records are retained.
- ii. Subcontractor shall retain and keep accessible all Records for the longer of ten years or:
  1. The retention period specified in the CCO Contract for certain kinds of records;
  2. The period as may be required by Applicable Law, including the records retention schedules set forth in OAR Chapters 410 and 166; or
  3. Until the conclusion of any audit, controversy or litigation arising out of or related to this Exhibit.

iii. In accordance with Oregon Enrolled Senate Bill 1041 (2019), Section 54c, OHA has the right to provide the Oregon Department of Consumer and Business Affairs with information reported to OHA by CareOregon and its Subcontractors provided that OHA and DCBS have entered into information sharing agreements that govern the disclosure of such information

**i. Information Privacy/Security/Access (CCO Contract, Exhibit D, Section 16)**

If the Work performed under this Contract requires Subcontractor or, when allowed, its downstream Subcontractor(s), to have access to or use of any OHA's computer system or other OHA Information Asset for which OHA imposes security requirements, and CareOregon grants Subcontractor access to such CareOregon assigned OHA Information Assets or Network and Information Systems, Subcontractor shall comply and require any downstream Subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

**j. Assignment of Contract, Successors in Interest (CCO Contract, Exhibit D, Section 19)**

- i. Subcontractor shall not assign or transfer its interest in this Exhibit, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of CareOregon. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA or CareOregon may deem necessary, including but not limited to Exhibit B, Part 8, Section 14. No approval by CareOregon of any assignment or transfer of interest shall be deemed to create any obligation of CareOregon in addition to those set forth in the Contract.
- ii. The provisions of this Exhibit shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

**k. Subcontracts (CCO Contract, Exhibit D, Section 20)**

In addition to all of the other provisions OHA requires under the CCO Contract, including, without limitation, information required to be reported under Ex. B, Part 4 of this Contract, and any other information OHA or CareOregon may request from time to time, Subcontractor shall include in any permitted downstream Subcontract under this Exhibit provisions to ensure that OHA will receive the benefit of Subcontractor performance as if the Subcontractor were the CCO with respect to Sections 1, 2, 3, 4, 15, 16, 19, 20, 25, and 31-33 of this Exhibit D. OHA and/or CareOregon's consent to any downstream Subcontract shall not relieve Subcontractor of any of its duties or obligations under this Exhibit.

**l. Survival (CCO Contract, Exhibit D, Section 25)**

All rights and obligations cease upon termination or expiration of this Exhibit, except for the rights and obligations, and declarations which expressly or by their nature survive termination of this Exhibit, including without limitation the

following Sections or provisions set for the below in this section. Without limiting the forgoing or anything else in this Exhibit, in no event shall the CCO Contract expiration or termination extinguish or prejudice OHA and/or CareOregon's right to enforce the CCO Contract and/or this Exhibit with respect to any default by Subcontractor that has not been cured.

- i. CCO Contract Exhibit A, Definitions
- ii. CCO Contract General Provisions: Sections V and VI
- iii. CCO Contract Exhibit B, Part 10: Section 3
- iv. CCO Contract Exhibit D: Sections 1, 4 through 13, 15 through 17, 19 through 30, 32.
- v. CCO Contract Exhibit. E: Section 6, HIPAA Compliance (but excluding paragraph d) shall survive termination for as long as Subcontractor holds, stores, or otherwise preserves Individually Identifiable Health Information of Members or for a longer period if required under the CCO Contract Section 12 of this Exhibit D.
- vi. Special Terms and Conditions:

In addition to any other provisions of this Exhibit that by their context are meant to survive expiration or termination, the following special terms and conditions survive expiration or termination, for a period of two (2) years unless a longer period is set forth in this Exhibit, and as long as the scopes of work include functions or operations that implicate the below items:

1. Claims Data

- a. The submission of all Encounter Data for services rendered to Subcontractor's Members during contracted period;
- b. Certification that Subcontractor attests that the submitted encounter claims are complete, truthful and accurate to the best knowledge and belief of the Subcontractor's authorized representative, subject to False Claims Act liability;
- c. Adjustments to encounter claims in the event Subcontractor receives payment from a Member's Third Party Liability or Third Party recovery; and
- d. Adjustments to encounter claims in the event Subcontractor recovers any Provider Overpayment from a Provider.

2. Financial Reporting

- a. Quarterly financial statements as defined in Exhibit L;
- b. Audited annual financial statements as defined in Exhibit L;
- c. Submission of details related to ongoing Third Party Liability and Third Party recovery activities by Subcontractors or its downstream Subcontractors;
- d. Submission of any and all financial information related to the calculation of Subcontractor's MMLR; and
- e. Data related to the calculation of quality and performance metrics.

3. Operations

- a. Point of contact for operations while transitioning;
  - b. Claims processing;
  - c. Provider and Member Grievances and Appeals; and
  - d. Implementation of and any necessary modifications to the Transition Plan.
4. Corporate Governance
- a. Oversight by Governing Board and Community Advisory Council;
  - b. Not initiating voluntary bankruptcy, liquidation, or dissolution;
  - c. Maintenance of all licenses, certifications, and registrations necessary to do business as a Subcontractor of a CCO in Oregon; and
  - d. Responding to subpoenas, investigations, and governmental inquiries.
5. Financial Obligations
- The following requirements survive Exhibit expiration or termination indefinitely:
- a. Reconciliation of Risk Corridor Payments;
  - b. Reconciliation and right of setoffs;
  - c. Recoupment of MMLR Rebates;
  - d. Reconciliation of prescription drug rebates;
  - e. Recoupment of capitation paid for Members deemed ineligible or who were enrolled into an incorrect benefit category; and
  - f. Recoupment (by means of setoff or otherwise) of any identified Overpayment.
6. Sanctions and Liquidated Damages
- a. Exhibit expiration or termination does not limit OHA's ability to impose Sanction or Liquidated Damages for the failures or acts (or both) of the CCO and its downstream Subcontractors as set out in Exhibit B, Part 9 of the CCO Contract.
  - b. The decision to impose a Sanction or Liquidated Damages does not prevent OHA from imposing additional Sanctions against CCO and its downstream Subcontractors at a later date.

Sanctions imposed on the CCO and its downstream Subcontractors after Contract expiration or termination will be reported to CMS according to the requirements set out in the CCO Contract, Exhibit B, Part 9.

**m. Equal Access** (CCO Contract, Exhibit D, Section 31)

Subcontractor shall provide equal access to Covered Services for both male and female Members under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

**n. Media Disclosure** (CCO Contract, Exhibit D, Section 32)

Subcontractor shall not provide information to the media regarding a recipient of services under this Exhibit without first consulting with and receiving approval from CareOregon, who must seek approval from the CCO and OHA. Subcontractor shall make immediate contact with CareOregon when media contact occurs. CareOregon will coordinate the appropriate follow-ups to the CCO and OHA and a response for the media.

**o. Mandatory Reporting of Abuse** (CCO Contract, Exhibit D, Section 33)

- i. Subcontractor shall immediately report any evidence of Child Abuse, neglect or threat of harm to DHS Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 to 419B.045). If law enforcement is notified, the Subcontractor shall notify the referring caseworker within 24 hours. Subcontractor shall immediately contact the local DHS Child Protective Services office if questions arise whether an incident meets the definition of Child Abuse or neglect.
- ii. Subcontractor shall comply, and shall require its employees and subcontractors to comply, with all protective services, investigation and reporting requirements described in any of the following laws:
  1. OAR 407-045-0000 through 407-045-0370 (abuse investigations by the Office of Investigations and Training);
  2. ORS 430.735 through 430.765 (persons with mental illness or developmental disabilities);
  3. ORS 124.005 to 124.040 (elderly persons and persons with disabilities abuse); and
  4. ORS 441.650 to 441.680 (residents of long-term care facilities).

## **EXHIBIT I-1 DELEGATION OF CREDENTIALING**

### **A. SERVICES**

1. Provider shall be responsible for the credentialing of employed and/or contracted staff that provide behavioral health services to CareOregon as outlined in the CCO Contract, Exhibit



B, Part 4, Section 5, as follows:

- a. Provider shall have written policies and procedures for collecting evidence of credentials, screening the credentials, reporting credential information and recredentialing of their staff including (if applicable to the type of practice/facility): Behavioral Health and Substance Use Disorder Providers, consistent with Section 6402 of the Patient Protection and Affordable Care Act, 42 CFR§ 438.214, 42 CFR §455.400-455.470 (excluding §455.460), and OAR 410-141-3510. These procedures shall also include collecting proof of professional Liability Insurance, whether by insurance or a program of self-insurance.
- b. The credentialing procedures set forth in this Exhibit shall apply regardless of whether Provider's staff provide services via telemedicine or in-person.
- c. If the staff of Provider (whether employees or subcontractors) are not required to be licensed or certified by a State of Oregon board or licensing agency, Provider shall document, certify and report to CareOregon, the date such staff's education, experience, competence, and supervision are adequate to permit performance of their specific assigned duties.  
  
If staff are not required to be licensed or certified by a State of Oregon board or licensing agency, then such Provider must ensure that the staff-person either:
  - i. Meets the definitions for Qualified Mental Health Associate (QMHA) or Qualified Mental Health Professional (QMHP) and is not to be permitted to provide services without the supervision of a Licensed Medical Practitioner; or
  - ii. If not meeting either the definitions of a QMHP or QMHA have the education, experience, and competence necessary to perform the specified assigned duties. Provider must document and report to CareOregon: (i) the education, experience and competence of such staff-person, and (ii) that they will not be permitted to perform the specific assigned duties without the supervision of a Licensed Medical Practitioner.
- d. Provider shall maintain records documenting academic credentials, training received, licenses or certifications of staff and facilities used, and reports from the National Practitioner Data Bank and must provide accurate and timely information about license or certification expiration and renewal dates to CareOregon in order for CareOregon to fulfill its provider network reporting requirements to Oregon Health Authority (OHA). Provider may not refer OHP members to use staff who do not have a valid license or certification required by applicable law. If Provider knows or has reason to know that a staff person's license or certification is expired, has not been renewed, or is subject to sanction or administrative action, Provider must immediately notify CareOregon in writing of such circumstances.

- e. Provider shall not refer Members to or use Providers who have been terminated from OHA or excluded as Medicare, CHIP, or Medicaid Providers by CMS or who are subject to exclusion for any lawful conviction by a court for which a provider could be excluded under 42 CFR §1001.101 and 42 CFR §455.3(b). Provider shall not employ or contract with persons excluded from participation in Federal health care programs under 42 CFR §438.214(d). CareOregon will not accept billings for services provided to Members after the date of the staff person’s exclusion, conviction, or termination. If Provider knows or has reason to know that a staff person has been convicted of a felony or misdemeanor related to a crime, or violation of federal or State laws under Medicare, Medicaid, or Title XIX (including a plea of “nolo contendere”), Provider must immediately provide such information to CareOregon in writing for reporting to OHA.
- f. Provider shall require each Physician and every other qualifying provider to have a unique provider identification number that complies with 42 USC 1320d-2(b).
- g. CareOregon retains the right to approve, terminate, or suspend individual practitioners and organizational providers in accordance with the Provider Agreement and Provider Manual.

**B. RECORD KEEPING AND REPORTING REQUIREMENTS**

At minimum, Provider shall maintain credentialing documentation to demonstrate compliance with the regulations listed above in a secure manner in either paper or digital form.

- 1. Provider will use the provided Delegation Roster Template to provide credentialing information to CareOregon in support of claims processing and provider directory listings.
  - a. All behavioral health and substance use licensed and unlicensed providers (including Traditional Healthcare Workers) must be included in the roster submission.
  - b. Roster submission is no less frequent than monthly and will include the below fields.

<b>Roster Fields</b>	<b>Required / Optional</b>
1) Practitioner Last Name	R
2) Practitioner First Name	R
3) Practitioner Middle Initial	O
4) Practitioner certification/license #	R
5) Certification/license # effective date	R
6) Certification/license # termination date	R
7) Practitioner NPI	R
8) Practitioner DMAP #	R
9) Last Credentialing Date	R

10) Foreign Language 1, 2, 3	O
11) Contracted Organization Name	R
12) Organization TIN	R
13) Organization Location NPI	R, if issued
14) Organization Location Street Address, City, State, ZIP, County	R
15) Practitioner Termination Date	R, if applicable
16) Practitioner Race	O
17) Practitioner Ethnicity	O
18) Practitioner Gender	R

2. Provider must immediately report any change of status of credentialing documentation (example expiration without renewal, restrictions, or other changes) to CareOregon at [credentialing@careoregon.org](mailto:credentialing@careoregon.org).
3. Initial Credentialing & Billing Set Up Overview (Licensed and unlicensed)

<b>Credentialing &amp; Billing Set Up Steps</b>	<b>Licensed Practitioner Credentialing</b>	<b>Unlicensed Practitioner Verification</b>
1) Register for NPI	X	X
2) Register for Medicaid Enrollment (DMAP) ID	X	X
3) OPCA Application	X	
4) Medicaid Exclusion Checks (OIG and SAM)	X	X
5) Licensure and Board Certification Verification	X	
6) DEA Verification (if applicable)	X	
7) NPDB Report	X	
8) Job Description		X
9) Submit a completed Provider Information Form to CareOregon and include provider on next monthly roster submission	X	X

4. Re-Credentialing Overview for Licensed Practitioners (to be completed every 3 years)

<b>Credentialing Steps</b>	<b>Licensed Practitioners</b>
1) OPRA Application	X
2) Medicaid Exclusion Checks (OIG and SAM)	X
3) Licensure and Board Certification Verification	X
4) DEA Verification	X
5) NPDB Report	X

5. Ongoing Monitoring (Licensed and Unlicensed)

<b>Monthly Monitoring</b>	<b>Licensed Practitioners</b>	<b>Unlicensed Practitioners</b>
---------------------------	-------------------------------	---------------------------------

Medicaid Exclusion Checks (OIG/SAM)	X	X
Licensure Check	X	
Job Description Updates		X

- a. Provider shall perform monthly exclusion list checks of all employees, contractors, volunteers, interns, and persons with 5% or more ownership and any other persons providing, arranging, or paying for behavioral health services paid in whole or in part with Medicaid dollars, against the Office of Inspector General (OIG) Exclusions Database and the System for Award Management (SAM) Exclusions Database. Provider will maintain monthly verification of this check in either .pdf or excel form.
  - b. Provider shall ensure that practitioners maintain active licenses via a monitoring process with the licensing boards.
6. Provider agrees to participate in delegation oversight activities, including ongoing monitoring of Provider’s compliance with the terms of this Exhibit and audits. In the event that CareOregon identifies any deficiencies or areas for improvement, CareOregon will require Provider to implement a corrective action plan to remedy such deficiencies.

May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with City of Gladstone – Gladstone Senior Center to Provide Social Services  
for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$6,176; for a revised agreement maximum of \$60,713 for the FY20/21 funding. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	61319-A3, 043020-A4, 061120-A3, 071620-A4
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9314; Subrecipient #20-004

**BACKGROUND:**

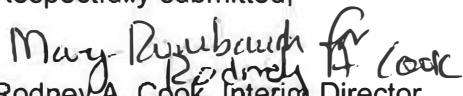
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the City of Gladstone – Gladstone Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the City of Gladstone – Gladstone Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$6,176 in funding for an updated grant maximum of \$60,713 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9314	<b>Division:</b> SS	<input checked="" type="checkbox"/> <b>Subrecipient</b>
<b>Board Order #:</b> Prior Board Order#61319-A3, 043020-A4, 061120-A3, 071620-A4	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> <b>Revenue</b>
	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ \$6,176.00
		<input type="checkbox"/> <b>Procurement Verified</b>
		<input type="checkbox"/> <b>Aggregate Total Verified</b>

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 City of Gladstone/Gladstone Senior Center

**CONTRACT AMOUNT:** \$122,117.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

- |  |  |
|--|--|
| <input type="checkbox"/> <b>Full Fiscal Year</b> _____ - _____ | <input type="checkbox"/> <b>4 or 5 Year</b> _____ - _____                            |
| <input type="checkbox"/> <b>Upon Signature</b> _____ - _____   | <input type="checkbox"/> <b>Biennium</b> _____ - _____                               |
| <input type="checkbox"/> <b>Other</b> _____ - _____            | <input checked="" type="checkbox"/> <b>Retroactive Request?</b> 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:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_

OR

**This contract is in the format approved by County Counsel.**

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin

Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:40:15 -07'00'

**Date:** \_\_\_\_\_

<b>H3S Admin Only</b>	<b>Date Received:</b> _____
	<b>Date Signed:</b> _____
	<b>Date Sent:</b> _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b>

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Social Services**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: 19-21 City of Gladstone/Gladstone Senior Center**

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE: 5/20/2021**

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Gladstone area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER: 9314**



Subrecipient Grant Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9314

Subrecipient #: 20-004

Board Agenda #: 061319-A2, 043020-A4, 061120-A3

Amendment Number: 5

Division: Social Services

Contractor: City of Gladstone – Gladstone Senior Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$6,176

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This Amendment #5, when signed by the City of Gladstone – Gladstone Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$54,537**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** COUNTY's funding of **\$25,751** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of **\$12,598** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$14,688** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$60,713**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** COUNTY's funding of **\$36,525** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$1,500** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$13,548** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$9,365** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

**AMEND**

**CITY OF GLADSTONE - SENIOR CENTER**  
 Fiscal Year 2020-21

	OAA III B	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds	TriMet STF Funds	Ride Connection		Prog. Income	NO. OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds						TriMet	5310 Funds				
Federal Award Numbers	16AART3SS	15AART3CM	16AART3HD	CARES Act	16AART3PH	N/A	16AADRNSIP		N/A	N/A	Funds	OR-65-012				
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)
Case Management	2,661					296								108 hrs	2,957	\$34.33
Reassurance	2,825					314								75	3,139	\$37.72
Information & Assist.	3,322					369								190	3,691	\$17.44
Transportation - OAA	4,288					477							1,175	1,567	5,940	\$2.74
Community Outreach	500					56								10	556	\$50.00
PHYSICAL ACTIVITY/ FALLS PREVENTION (Evidence Based)					650	0		0						13 Classes	650	\$50.00
Trans - Ride Con In Dist						0					11,548		1,050	1,400	12,598	\$8.25
Ride Conn. - Vehicle Maint.						172						1,500	0	N/A	1,672	N/A
Medicaid Transp non-medical						0			706	344				75	1,050	\$14.00
OAA Meal Site Mgmt		3,477	6,336	4,947		1,091							10,142	10,665	25,994	\$2.36
Site Purchased Meals - Restaurant		211	389	960		67								160	\$1,627	\$9.75
Medicaid Meals			(2,834)	(996)		(315)	(985)		14,688					1,250	9,557	\$7.90
<b>TOTALS</b>	13,586	3,688	3,891	4,911	650	2,527	(985)		15,393	344	11,548	1,500	12,367		569,431	

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

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

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$ 54,537

Federal Award Total \$ 27,251

**To Read:**

**CITY OF GLADSTONE - SENIOR CENTER**  
 Fiscal Year 2020-21

	OAA III B	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA III D	Required Match	NSIP Funds	Other State Funds	MEDICAID	TriMet	Ride Connection			Prog. Income	NO OF UNITS	TOTAL COST	Reimbursement Rates
	Funds	Funds	Funds	Funds	Funds				Funds	STF Funds	TriMet Funds	STF Funds	STF Funds				
Federal Award Numbers	16AART3S3	16AART3CM	16AART3HD	CARES Acct	16AAIRT3PH	N/A	16AADRNSIP		N/A	N/A	N/A	N/A	DR-65-012				
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053			N/A	N/A	N/A	20.513				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	2,661					296									106 hrs	2,957	\$34.33
Reassurance	2,825					314									75	3,139	\$37.72
Information & Assist	3,322					369									190	3,691	\$17.44
Transportation - OAA	4,288					477								1,175	1,567	5,940	\$2.74
Community Outreach	500					56									10	556	\$50.00
PHYSICAL ACTIVITY: FALLS PREVENTION (Evidence Based)					650	0		0							13 Classes	650	\$50.00
Trans - Ride Con In Dist						0					4,223			384	512	4,607	\$8.25
Trans - Ride Con STF												9,325		0	1,130	9,325	\$8.25
Ride Conn. - Vehicle Maint						172							1,500	0	N/A	1,672	N/A
Medicaid Transp non-medical						0			883	392					75	1,275	\$17.00
OAA HDM Assessments				2,575											75	2,575	\$34.33
OAA Meal Site Mgmt		4,708	10,289	4,717		1,668								11,410	11,885	32,791	\$2.62
Site Purchased Meals - Restaurant				1,560		0									160	\$1,560	\$9.75
Medicaid Meals			(1,676)	(766)		(186)	(628)		9,365						797	6,108	\$7.90
<b>TOTALS</b>	13,596	4,708	6,613	6,086	650	3,165	(628)	*	10,247	392	4,223	9,325	1,500	12,969		\$76,847	

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

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

Prog. Income = Program Income/Participant Donations

**CONTRACT AMOUNT:** \$ 60,713

Federal Award Total \$ 36,525





May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with City of Oregon City - Pioneer Community Center to Provide Social  
Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for persons in the Oregon City service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$34,531; for a revised agreement maximum of \$212,516 for the FY20/21 funding. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	60619-A5, 043020-A2, 061120-A4, 071620-A5
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9270; Subrecipient #20-008

**BACKGROUND:**

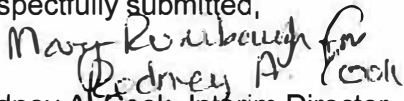
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the City of Oregon City - Pioneer Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Oregon City service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$34,531 in funding for an updated grant maximum of \$212,516 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

Handwritten signature of Rodney A. Cook in black ink, written over the printed name.

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



# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9270	<b>Division:</b> SS	<input checked="" type="checkbox"/> <b>Subrecipient</b>
<b>Board Order #:</b> Prior Board Order # 60619-A5, 043020-A2, 061120-A4, 071620-A5	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> <b>Revenue</b>
	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ 34,531.00
		<input type="checkbox"/> <b>Procurement Verified</b>
		<input type="checkbox"/> <b>Aggregate Total Verified</b>

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 City of Oregon City-Pioneer Comm. Ctr.

**CONTRACT AMOUNT:** \$447,783.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

<input checked="" type="checkbox"/> <b>Full Fiscal Year</b> _____	<input type="checkbox"/> <b>4 or 5 Year</b> _____
<input type="checkbox"/> <b>Upon Signature</b> _____	<input type="checkbox"/> <b>Biennium</b> _____
<input type="checkbox"/> <b>Other</b> _____	<input checked="" type="checkbox"/> <b>Retroactive Request?</b> 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:** \_\_\_\_\_ **Date Approved:** \_\_\_\_\_

OR

**This contract is in the format approved by County Counsel.**

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin  
Date: \_\_\_\_\_

Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:37:15 -07'00'

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 City of Oregon City-Pioneer Comm. Ctr.

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 5/20/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER:** 9270

Subrecipient Grant Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9270

Subrecipient #: 20-008

Board Agenda #: 0060619-A5, 043020-A2, 061120-A4

Amendment Number: 5

Division: Social Services

Contractor: City of Oregon City - Pioneer Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes:                     Subrecipient Grant Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$34,531.

---

This Amendment #5, when signed by the City of Oregon City - Pioneer Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$177,985** This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** COUNTY's funding of **\$85,477** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. **Other Funds.** COUNTY's funding of **\$39,783** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$44,650** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**To Read:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$212,516** This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- c. **Grant Funds.** COUNTY's funding of **\$88,660** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$6,000** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- d. **Other Funds.** COUNTY's funding of **\$54,568** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$700** in CSBG funding for Medicaid Home Delivered Meals to disabled persons under sixty are from CSBG funds issued to COUNTY by Oregon Housing and Community Services Dept. The **\$2,075** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to COUNTY from HEAT Oregon, an Oregon nonprofit organization. The **\$60,513** in Medicaid funds for Medicaid Home Delivered Meals issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

City of Oregon City - Pioneer Community Center  
 Fiscal Year 2020-21

Federal Award Numbers	OAA IIBB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IIID	NSIP	OAA & Other Match	Other State Funds	Ride Connection		TriMet	MEDICAD	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REBURSEMENT RATE	
	Funds	Funds	Funds	Funds	Funds	Funds			In Dist	STF	2010 Funds	STF Funds	Funds					Funds
	16A0RT355	16A0RT320	16A0RT310	CARES Act	16A0RT370	16A0RT35P			TriMet	Funds	OR-65-012	N/A	N/A					N/A
CFDA Numbers	93.044	93.045	93.045	93.045	93.043	93.053			Funds	N/A	20.513	N/A	N/A					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)
LIEAP Intakes							N/A							2075	83	2,075	\$25.00	
Case Management (hours)	4,792						533								122	5,325	\$39.37	
Reassurance (contacts)	3,770						419								95	4,189	\$39.85	
Information & Assistance	3,359						374								117	3,733	\$28.815	
Transportation - OAA	13,988						1,555								2,331	4,663	17,875	\$3.00
Evidence-based Programming					480		0	0							8 Classes	480	\$60.00	
OAA Meal Site Management		14,603	35,900	18,152			5,616							22,875	37,500	97,146	\$2.41	
Site Purchased Meals - Restaurant		680	1,270	3,120			217								520	5,267	\$8.75	
Medicaid HDM - APD			(8,732)	(2,911)		(2,994)	(971)					44,650			3,800	29,041	\$7.91	
Transportation - Ride Con in District									22,188					1,345	2,689	23,533	\$8.25	
Transportation - Ride Con Out of Dist										2,265				175	350	2,440	\$6.47	
Transportation - Ride Con. Veh. Maint.							687				6,000				N/A	6,687	N/A	
Transport - non-med T19												5,024	10,306		1,085	15,330	\$14.01	
<b>TOTALS</b>	<b>25,909</b>	<b>15,283</b>	<b>28,438</b>	<b>18,361</b>	<b>480</b>	<b>(2,994)</b>	<b>8,430</b>	<b>0</b>	<b>22,188</b>	<b>2,265</b>	<b>6,000</b>	<b>5,024</b>	<b>54,956</b>	<b>2,075</b>	<b>26,726</b>	<b>213,141</b>		

Source of OAA Match - Staff time & Units of Service in excess of contract  
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Contract Amount \$ 177,985

Federal Award Totals \$ 91,477

To Read

City of Oregon City - Pioneer Community Center  
Fiscal Year 2020-21

**TO READ: Exhibit 6 - Budget and Units of Services - Unit Cost Schedule**  
 City of Oregon City - Pioneer Community Center  
 Subrecipient Grant Agreement #20-008, Amendment 5

Page 4 of 5

Federal Award Numbers CFDA Numbers Service Category	OAA IIB Funds	OAA IIC1 Funds	OAA IIC2 Funds	OAA IIC2 Funds	OAA IID Funds	NSIP Funds	OAA & Other Match	Other State Funds	Ride Connection			TriMet	MEDICAD	LIEAP	Program Income	NO. OF UNITS	TOTAL COST	REBURSE- MENT RATE	
	16A0RT353	16A0RT354	16A0RT354	CARES Act	16A0RT354	16A0RT354			In Dist	STF	5310 Funds	STF Funds	Funds	Funds					Funds
	93.044	93.045	93.045	93.045	93.043	93.053			TriMet Funds	N/A	OR-65-012	N/A	N/A	N/A					N/A
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	
LIEAP Intakes							N/A							2075		83	2,075	\$25.00	
Case Management (hours)	4,792							533								122	5,325	\$39.37	
Reassurance (contacts)	3,770							419								95	4,189	\$39.85	
Information & Assistance	3,359							374								117	3,733	\$28.815	
Transportation - OAA	13,988							1,855							2,331	4,663	17,875	\$3.00	
Evidence-based Programming					480		0	0								8 Classes	480	\$80.00	
OAA HDM Assessments				4,875			0									195	4,875	\$25.00	
OAA Meal Site Management		13,741	41,106	19,267			6,099								22,015	36,090	102,227	\$2.66	
Site Purchased Meals - Restaurant				3,120			0									347	3,120	\$8.99	
Medicaid HDM - APD			(11,754)	(4,026)		(4,058)	(1,307)						60,513			5,150	39,368	\$7.90	
CSBG CARES - Under 60 HDM								700								233	700	\$3.00	
Transportation - Ride Con In District									22,188						1,345	2,689	23,533	\$8.25	
Transportation - Ride Con Out-of-Dist										13,765					835	1,669	14,600	\$8.25	
Transportation - Ride Con. Veh. Maint.							687				6,000				N/A		6,687	N/A	
Transport - non-med T19												5,728	12,867			1,095	18,615	\$17.90	
<b>TOTALS</b>	<b>25,909</b>	<b>13,741</b>	<b>29,352</b>	<b>23,236</b>	<b>480</b>	<b>(4,058)</b>	<b>8,360</b>	<b>700</b>	<b>22,188</b>	<b>13,765</b>	<b>6,000</b>	<b>5,728</b>	<b>73,400</b>	<b>2,075</b>	<b>26,525</b>		<b>247,401</b>		

Source of OAA Match - Staff time & Units of Service in excess of contract  
 CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only  
 Contract Amount: \$ 212,516

Federal Award Totals \$ 94,660







May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Intergovernmental Subrecipient Agreement  
with Friends of the Estacada Community Center to Provide Social Services  
for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the with Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada/Eagle Creek service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$47,410; for a revised agreement maximum of \$152,049 for the FY20/21 funding. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	060619-A4, 043020-A2, 070920-A3, 072320-A1
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9297; Subrecipient #20-002

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for qualified persons living in the Estacada/Eagle Creek service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human

*Healthy Families. Strong Communities.*

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

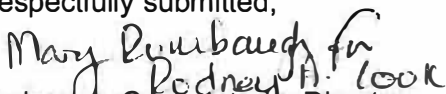
[www.clackamas.us](http://www.clackamas.us)

Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$47,410 in funding for an updated grant maximum of \$152,049 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9297  <b>Board Order #:</b>  Prior Board Order# 060619-A4, 043020-A2, 070920-A3, 072320-A1	<b>Division:</b> SS <b>Contact:</b> Reid, Stefanie <b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Subrecipient</b> <input type="checkbox"/> <b>Revenue</b> <input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ 47,410.00 <input type="checkbox"/> <b>Procurement Verified</b> <input type="checkbox"/> <b>Aggregate Total Verified</b>
--	--	---

**Non BCC Item**    
  **BCC Agenda**    
 **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 Friends of the Estacada Community Center

**CONTRACT AMOUNT:** \$266,773.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>Full Fiscal Year</b> _____ - _____ | <input checked="" type="checkbox"/> <b>4 or 5 Year</b> _____ - _____                 |
| <input checked="" type="checkbox"/> <b>Upon Signature</b> _____ - _____   | <input checked="" type="checkbox"/> <b>Biennium</b> _____ - _____                    |
| <input checked="" type="checkbox"/> <b>Other</b> _____ - _____            | <input checked="" type="checkbox"/> <b>Retroactive Request?</b> 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: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
 OR  
 This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin

Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:40:48 -07'00'

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____ Date Signed: _____ Date Sent: _____
-----------------------	--

## AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 Friends of the Estacada Community Center

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_

**DATE:** 5/20/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Estacada/Eagle Creek area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER:** 9297

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9297

Subrecipient #: 20-002

Board #: 060619-A4, 043020-A2, 070920-A

Amendment Number: 5

Division: Social Services

Contractor: Estacada Community Center, The Friends of the

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$47,410.

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This Amendment #5, when signed by The Friends of the Estacada Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$104,639**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** COUNTY's funding of **\$74,219** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

The Friends of the Estacada Community Center  
Subrecipient Grant Agreement #20-002, Amendment 5

- b. **Other Funds.** COUNTY's funding of **\$12,451** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$15,569** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

**TO READ:**

- 4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$152,049**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** COUNTY's funding of **\$70,656** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. **Other Funds.** COUNTY's funding of **\$18,950** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet. The **\$60,043** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

**Estacada Community Center**  
 Fiscal Year 2020-21

	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	Required	NSIP	State	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REMBURSE
	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	9810 Funds	STF Funds	Funds	Prog Inc	UNITS	COST	MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Act	16AAORT3PH	N/A	16AADRNSIP	N/A	Funds	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	1,735					193									80.03	1,928	\$21.68
Reassurance	1,714					191									75.01	1,905	\$22.85
Information & Assistance	2,500					278									151.1	2,778	\$16.55
Public Outreach	200					22									4.0	222	\$50.00
Transportation - OAA	5,568					619									928.0	6,187	\$6.00
Trans - Ride Con In Dist						0			9,891					600	1199	10,491	\$8.25
Trans - Ride Con Out Dist						0				1,510				92	183	1,602	\$8.25
Ride Con - Vehicle Maint						600					2,400				N/A	3,000	N/A
Trans -T19 non medical						0						344	706		75	1,050	\$14.00
Evidence-based Health & Wellness programming					2,860	0		0							57 Classes	2,860	\$50.00
Meal Site Mngt - OAA		15,778	20,532	12,516		4,038								11,625	23,250	64,489	\$2.60
Food Service - Frozen HDM		0	9,225			1,026	3,150								4,500	13,401	\$2.75
Site Purchased Meals - Restaurant		497	928	2,120		158									364	\$3,703	\$9.75
APD Medicaid HDM			(3,141)	(919)		(349)	(1,044)						15,569		1,325	10,116	\$7.90
<b>TOTALS</b>	<b>\$11,717</b>	<b>\$16,275</b>	<b>\$27,544</b>	<b>13,717</b>	<b>\$2,860</b>	<b>\$6,776</b>	<b>\$2,106</b>	<b>\$0</b>	<b>\$9,891</b>	<b>\$1,510</b>	<b>\$2,400</b>	<b>\$344</b>	<b>\$16,275</b>	<b>\$12,316</b>		<b>\$123,731</b>	

Source of OAA Match - Staff time

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

Contract Amount: \$ 104,639  
 Federal Award Totals \$ 76,619

To Read

**Estacada Community Center**  
 Fiscal Year 2020-21

	OAA IIB	OAA IIC1	OAA IIC2	OAA IIC2	OAA IID	Required	NSIP	Slate	Ride Conn/TriMet			TriMet	MEDICAID	OAA	NO. OF	TOTAL	REIMBURSE
	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TriMet	STF Funds	5310 Funds	STF Funds	Funds	Prag Inc	UNITS	COST	MENT RATE
<b>Federal Award Numbers</b>	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Act	16AAORT3PH	N/A	16AAORNSIP	N/A	Funds	N/A	OR-65-012	N/A	N/A	N/A	N/A	N/A	N/A
CFDA Number	93.044	93.045	93.045	93.045	93.043	N/A	93.053	N/A	N/A	N/A	20.513	N/A	N/A	N/A	N/A	N/A	N/A
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	1,735					193									80.03	1,928	\$21.68
Reassurance	1,714					191									75.01	1,905	\$22.85
Information & Assistance	2,500					278									151.1	2,778	\$16.55
Public Outreach	200					22									4.0	222	\$50.00
Transportation - OAA	5,568					619									928.0	6,187	\$6.00
Trans - Ride Con In Dist						0			4,891					296	593	5,187	\$8.25
Trans - Ride Con Out Dist						0				11,510				698	1395	12,208	\$8.25
Ride Con - Vehicle Maint						600					2,400				N/A	3,000	N/A
Trans -T19 non medical						0						785	1,765		150	2,550	\$17.00
Evidence-based Health & Wellness programming					2,860	0		0							57 Classes	2,860	\$50.00
OAA HDM Assessments				1,734		0									80	1,734	\$21.68
Meal Site Mngt - OAA		10,536	44,517	15,430		6,122								16,450	32,900	93,055	\$2.64
Food Service - Frozen HDM		0	0			0	0								0	0	\$0.00
Site Purchased Meals - Restaurant		0	0	3,545		0									364	\$3,545	\$9.75
APD Medicaid HDM			(11,824)	(3,833)		(1,315)	(4,027)						60,043		5,110	39,044	\$7.90
<b>TOTALS</b>	<b>\$11,717</b>	<b>\$10,536</b>	<b>\$32,693</b>	<b>16,876</b>	<b>\$2,860</b>	<b>\$6,710</b>	<b>(\$4,027)</b>	<b>\$0</b>	<b>\$4,891</b>	<b>\$11,510</b>	<b>\$2,400</b>	<b>\$785</b>	<b>\$61,808</b>	<b>\$17,444</b>		<b>\$176,203</b>	

Source of OAA Match - Staff time

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

**Contract Amount:** \$ 152,049  
 Federal Award Totals \$ 73,056







May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Agency Subrecipient Agreement with  
Foothills Community Church/Molalla Adult Community Center to Provide  
Social Services for Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the with Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons in the Molalla Adult Community Center service area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$31,564; for a revised agreement maximum of \$165,629 for the FY20/21 funding. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	61319-A1, 050720-A1, 070920-A2, 072320-A2
<b>Strategic Plan Alignment</b>	<ol style="list-style-type: none"> <li>1. This funding aligns with the strategic priority to increase self-sufficiency for our clients.</li> <li>2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.</li> </ol>
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	<ol style="list-style-type: none"> <li>1. Was this time processed through Procurement? No</li> <li>2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.</li> </ol>
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9315; Subrecipient #20-003

**BACKGROUND:**

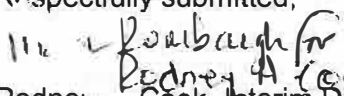
The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the with the Foothills Community Church/Molalla Adult Community Center to provide Older American Act (OAA) funded services for persons living in the Molalla/Mulino. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$31,564 in funding for an updated grant maximum of \$165,629 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

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

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9315	<b>Division:</b> SS	<input checked="" type="checkbox"/> <b>Subrecipient</b>
<b>Board Order #:</b> Prior Board Order# 61319-A1, 050720-A1, 070920-A2, 072320-A2	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> <b>Revenue</b>
	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> <b>Amend #</b> 5 \$ 31,564.00
		<input type="checkbox"/> <b>Procurement Verified</b>
		<input type="checkbox"/> <b>Aggregate Total Verified</b>

**Non BCC Item**     **BCC Agenda**    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 Foothills Community Church

**CONTRACT AMOUNT:** \$433,828.00

**TYPE OF CONTRACT**

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

**DATE RANGE**

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

**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: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin    Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:41:28 -07'00'

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<input type="checkbox"/> New Agreement/Contract
X	<input checked="" type="checkbox"/> Amendment/Change Order Original Number

**ORIGINATING COUNTY**

**DEPARTMENT:** Health, Housing Human Services  
Social Services

**PURCHASING FOR:** Contracted Services

**OTHER PARTY TO**

**CONTRACT/AGREEMENT:** 19-21 Foothills Community Church

**BOARD AGENDA ITEM**

**NUMBER/DATE:** \_\_\_\_\_ **DATE:** 5/20/2021

**PURPOSE OF**

**CONTRACT/AGREEMENT:** Aging services subrecipient agreement for the delivery of community-based services to older adults in the Molalla/Mulino area.

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER:** 9315

Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9315

Subrecipient #: 20-003

Board Agenda #: 61319-A1, 050720-A1, 070920-A2

Amendment Number: 5

Division: Social Services

Contractor: Foothills Community Church as manager of; Molalla Adult Comm. Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in a decrease to the award budget of \$31,564.

---

This Amendment #5, when signed by the Foothills Community Church as manager of Molalla Adult Community Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

- I. **Amend:** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2020 through June 30, 2021 is:
  4. **Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$197,192**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
    - a. **Grant Funds.** The COUNTY's funding of **\$75,604** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation

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

- b. Other Funds.** The COUNTY's funding of **\$69,632** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$45,531** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**To Read:**

- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$165,629**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. Grant Funds.** The COUNTY's funding of **\$62,695** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$4,800** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
  - b. Other Funds.** The COUNTY's funding of **\$70,682** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$25,827** in Medicaid funds for Medicaid Home Delivered Meals issued to the SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities. The **\$1,625** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*



**I. Amend: Exhibit 6 – Budget and Units of Services - Unit Cost Schedule**

**Amend:**

**Foothills Community Church**  
Molalla Adult Community Center Services  
Fiscal Year 2020-21

Federal Award Numbers	OAA III B	OAA IIIC1	OAA IIIC2	OAA IIIC2	OAA III D	Match	NSIP	Other	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.I. (if applicable)	NO OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds	Funds		Funds		STF	STF Funds	Funds	Funds					
	16AAORT35S	16AAORT3CM	16AAORT3HD	CARES Acts	16AAORT3PH	N/A	16AAORNSIP	State	STF Funds	OR-65-012	N/A	N/A	N/A				
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20,513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	7,749					862									296.00	\$8,611	\$26.18
Reassurance	4,899					545									157	\$5,444	\$31.23
Information & Assistance	1,085					121									81	\$1,206	\$13.44
PublicOutreach	300					33									6	\$333	\$50.00
Transportation - OAA III-B	-					0								0	0	\$0	\$5.00
OAA - Meal Site Mgmt		15,198	20,969	12,546		4,022								19,017	26,050	\$71,751	\$1.87
Food Service - Frozen HDMS			12,300			1,368	4,200								6,000	17,868	\$2.75
Site Purchased Meals - Restaurant		816	1,524	3,744		260									624	6,344	\$9.75
APD Medicaid HDMS			(8,579)	(3,294)		(954)	(3,054)					45,531		0	3,875	\$29,651	\$7.90
Evidence-based Health & Wellness programming					5,200	0		0							104	\$5,200	\$50.00
Non Medical Medicaid Rides										1,606	3,294				350	\$4,900	\$14.00
Transport - Ride Con Out of Dist.									23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.						\$513.50				\$4,800						\$5,314	N/A
Special Tran. Formula-TAXI and/or Van									41,016						1,532	\$41,016	N/A
LIHEAP Intakes													1,625		65	\$1,625	\$25.00
<b>TOTALS</b>	14,033	16,014	26,214	12,996	5,200	6,770	1,147	-	64,732	4,800	1,606	48,826	1,625	20,372		224,333	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time

County Contract Amount: \$197,192

Federal Award Totals \$ 80,403.70

**TO READ:** Exhibit 6 – Budget and Units of Services – Unit Cost Schedule

**To Read**

**Foothills Community Church  
 Molalla Adult Community Center Services  
 Fiscal Year 2020-21**

	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	Match	NSIP	Other	Ride Conn/TriMet		TriMet	Medicaid	LIHEAP	P.I. (If applicable)	NO. OF UNITS	TOTAL COST	Reimbursement Rate
	Funds	Funds	Funds	Funds	Funds				Funds	STF Funds	STF Funds	Funds	Funds				
Federal Award Numbers	16AACR13SS	16AART3CM	16AORT3HD	CARES Act	16AORT3PH	N/A	16AORNSIF	Other State funds	STF Funds	OR-65-012	N/A	N/A	N/A				
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	(17)
Case Management	7,749					862									296.00	\$8,611	\$26.18
Reassurance	4,899					545									157	\$5,444	\$31.23
Information & Assistance	1,085					121									81	\$1,206	\$13.44
Public Outreach	300					33									6	\$333	\$50.00
Transportation - OAA III-B	-					0								0	0	\$0	\$5.00
OAA HDM Assessments				1,833		0								0	70	\$1,833	\$26.19
OAA - Meal Site Mgmt		10,853	23,475	14,608		3,817								18,038	24,710	\$70,791	\$1.98
Food Service - Frozen HDMs			-			0									0	0	#DIV/0!
Site Purchased Meals - Restaurant				1,160		0									624	1,160	\$1.86
APD Medicaid HDMs			(5,123)	(1,612)		(570)	(1,732)					25,827		0	2,198	\$16,790	\$7.90
Evidence-based Health & Wellness programming					5,200	0		0							104 Classes	\$5,200	\$50.00
Non Medical Medicaid Rides											1,831	4,119			350	\$5,950	\$17.00
Transport - Ride Con Out of Dist.									23,716					1,355	2,710	\$25,071	\$8.75
Vehicle Maintenance - Ride Conn.						\$513.50				\$4,800						\$5,314	N/A
Special Tran. Formula-TAXI and or Van									41,016						1,532	\$41,016	N/A
LIHEAP Intakes													1,625		65	\$1,625	\$25.00
<b>TOTALS</b>	14,033	10,653	16,352	15,989	5,200	5,322	(1,732)	-	64,732	4,800	1,831	28,546	1,625	19,394		190,344	

CFDA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only. The balance of the Ride Connection Funding is State/Local funds

Source of OAA Match - Staff time



County Contract Amount: \$165,629

Federal Award Totals \$ 67,494.98

Foothills Community Church DBA: Molalla Adult Community Center  
Subrecipient Grant Agreement #20-003, Amendment 5

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

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

<b>Foothills Community Church</b>	<b>CLACKAMAS COUNTY</b>
By: 	Commissioner: Tootie Smith, Chair
Dale Satrum, Lead Pastor	Commissioner: Sonya Fischer
4/14/2021	Commissioner: Paul Savas
Date	Commissioner: Martha Schrader
<b>Approved as to Content:</b>	Commissioner: Mark Shull
	<b>Signing on Behalf of the Board:</b>
Cecily Rose, Center Manager	_____ Tootie Smith, Chair
Molalla Adult Community Center	_____
4/14/2021	_____
Date	Date



May 13, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #5, to Agency Subrecipient Agreement with  
Hoodland Senior Center to Provide Social Services for  
Clackamas County Residents

<b>Purpose/Outcomes</b>	Subrecipient Agreement, Amendment #5 with the Hoodland Senior Center to provide Older American Act (OAA) funded services for persons in the Villages of Mt. Hood area.
<b>Dollar Amount and Fiscal Impact</b>	This amendment adds \$841; for a revised agreement maximum of \$83,132 for the FY20/21 funding. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
<b>Funding Source</b>	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
<b>Duration</b>	Effective July 1, 2020 and terminates on June 30, 2021
<b>Previous Board Action</b>	61319-A3, 062520-A6, 071620-A3
<b>Strategic Plan Alignment</b>	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
<b>County Council</b>	Amendment in a format approved by County Counsel
<b>Procurement Review</b>	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	H3S #9316; Subrecipient #20-005

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement Amendment #5 with the with the Hoodland Senior Center to provide Older American Act (OAA) funded services for qualified persons living in the Hoodland Senior Center service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

This is a budget adjustment that adjusts the OAA Title III-C Nutrition Services and Nutrition Services Incentive Program (NSIP) funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the total contract budget. This amendment adds \$841 in funding for an updated grant maximum of \$83,132 for FY20/21. This amendment is in a format approved by County Counsel.

**RECOMMENDATION:**

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

Respectfully submitted,

*Mary Roubaligh for  
Rodney A. Cook*  
Rodney A. Cook, Interim Director  
Health Housing & Human Services

# Contract Transmittal Form

## Health, Housing & Human Services Department

<b>H3S Contract #:</b> 9316	<b>Division:</b> SS	<input checked="" type="checkbox"/> Subrecipient
<b>Board Order #:</b>	<b>Contact:</b> Reid, Stefanie	<input type="checkbox"/> Revenue
Prior Board Order# 61319-A3, 062520-A6, 071620-A3	<b>Program Contact:</b> Reid, Stefanie	<input checked="" type="checkbox"/> Amend # 5 \$ 841.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item     BCC Agenda    **Date:** Thursday, May 20, 2021

**CONTRACT WITH:** 19-21 Hoodland Senior Center

**CONTRACT AMOUNT:** \$181,813.00

**TYPE OF CONTRACT**

<input checked="" 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 type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

**DATE RANGE**

<input checked="" 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: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
OR

This contract is in the format approved by County Counsel.

**SIGNATURE OF DIVISION REPRESENTATIVE:** Brenda Durbin

Digitally signed by Brenda Durbin  
Date: 2021.04.19 17:42:07 -07'00'

Date: \_\_\_\_\_

<b>H3S Admin Only</b>	Date Received: _____
	Date Signed: _____
	Date Sent: _____

## AGREEMENTS/CONTRACTS

	<b>New Agreement/Contract</b>
X	<b>Amendment/Change Order Original Number</b>

**ORIGINATING COUNTY**

**DEPARTMENT: Health, Housing Human Services  
Social Services**

**PURCHASING FOR: Contracted Services**

**OTHER PARTY TO**

**CONTRACT/AGREEMENT: 19-21 Hoodland Senior Center**

**BOARD AGENDA ITEM**

**NUMBER/DATE:**

**DATE: 5/20/2021**

**PURPOSE OF**

**CONTRACT/AGREEMENT:**

Budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation

**H3S CONTRACT NUMBER: 9316**



Subrecipient Agreement Amendment  
Health, Housing and Human Services

H3S Contract#: 9316

Subrecipient #: 20-005

Board Agenda #: 061319-A3, 062520-A6

Amendment Number: 5

Division: Social Services

Contractor: Hoodland Senior Center

Amendment Requested By: Brenda Durbin, Social Services Division Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that adjusts the III-C and NSIP funding to align with the current State of Oregon Department of Human Services, Community Services & Supports Unit Allocation. This also rebalances projected meals served to be closer to anticipated actuals. This results in an increase to the award budget of \$841.

---

This Amendment #5, when signed by the Hoodland Senior Center ("SUBRECIPIENT") the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County ("COUNTY") will become part of the award documents, superseding the original to the applicable extent indicated.

WHEREAS, SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2020 as may be amended ("agreement");

NOW, THEREFORE, County and Subrecipient hereby agree that the Agreement is amended as follows:

**I. Amend:**

**4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$82,291**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)

**a. Grant Funds.** The COUNTY's funding of **\$37,155** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.

- b. Other Funds.** The COUNTY's funding of **\$41,486** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

**To Read:**

- 4. Grant Funds.** The maximum, not to exceed, compensation COUNTY will pay for the period of July 1, 2020 through June 30, 2021 is **\$83,132**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
- c. Grant Funds.** The COUNTY's funding of **\$37,996** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and **\$2,400** from Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc., an Oregon nonprofit corporation.
- d. Other Funds.** The COUNTY's funding of **\$41,486** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc. and TriMet. The **\$1,250** in for Low Income Home Energy Assistance application assistance outlined in this Agreement are issued to the COUNTY from HEAT Oregon, an Oregon nonprofit organization.

*THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*

I. **Amend:** Exhibit 6 – Budget and Units of Services - Unit Cost Schedule

**Hoodland Senior Center**  
 Fiscal Year 2020-21

	OAA III B Funds	OAA IIIC1 Funds	OAA IIIC2 Funds	OAA IIIC2 Funds	OAA IID Funds	Required Match	NSIP Funds	Other State Funds	Ride Connection		LIHEAP Funds	OAA Prog Inc	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
									STF Funds	5310 Funds OR-65-012					
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	CARES Acts	16aaORT3PH		16AAORNSIP								
CFDA Number	93.044	93.045	93.045	93.045	93.043		93.053		N/A	20.513	N/A				
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
Case Management	853					95							53.7	\$948	\$15.89
Reassurance	1,060					118							67.0	\$1,178	\$15.82
Information & Assistance	3,122					347							425	\$3,469	\$7.34
Public Outreach	250					28							5	\$278	\$50.00
Transportation - OAA	1,000					111							200	\$1,111	\$5.00
OAA/NSIP Food Service		3,451	5,914	3,025		1,041	3,308					5,040	5,250	\$21,779	\$3.95
OAA Meal Prog. Mngt.		2,287	3,880	3,025		686							5,250	\$9,878	\$1.75
Site Purchased Meals-Restaurant		105	195	480		\$763							80	\$1,543	\$9.75
Evidence Based Health & Wellness Programs					5,200	0		0					104	\$5,200	\$50.00
Transp. - Ride Con Out of Dist.						0			4,375			250	500	\$4,625	\$8.75
STF - Van/Vol or Taxi						0			37,111			738	1,475	\$37,849	N/A
Ride Con - Vehicle Maint						600				2,400			N/A	\$3,000	N/A
LIHEAP Applicatoins						\$0					1,250		50	\$1,250	\$25.00
<b>TOTALS</b>	<b>\$6,285</b>	<b>\$5,843</b>	<b>\$9,989</b>	<b>\$6,530</b>	<b>\$5,200</b>	<b>\$3,789</b>	<b>\$3,308</b>	<b>\$0</b>	<b>\$41,486</b>	<b>\$2,400</b>	<b>\$1,250</b>	<b>\$6,028</b>		<b>\$92,107</b>	

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

Source of OAA Match - Staff time

Contracted Amount	\$82,291
Federal Award Totals	\$33,025

Amend



Hoodland Senior Center  
Subrecipient Grant Agreement #20-005, Amendment 5

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

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

<b>Hoodland Senior Center</b>	<b>CLACKAMAS COUNTY</b>
By: <u>Robert Boertien</u> Robert Boertien, Board Chair	Commissioner: Tootie Smith, Chair Commissioner: Sonya Fischer Commissioner: Paul Savas Commissioner: Martha Schrader Commissioner: Mark Shull
Date <u>04/14/2021</u>	<b>Signing on Behalf of the Board:</b>
<b>Approved as to content:</b> <u>Elfa Vogel</u> Elfa Vogel, Center Manager	<u>Tootie Smith, Chair</u>
Date <u>04/14/2021</u>	<u>Date</u>

