



AGENDA

***Revised**

Thursday, July 15, 2021 - 10:00 AM
BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2021-49

CALL TO ORDER

- Roll Call
- Pledge of Allegiance

I. HOUSING AUTHORITY CONSENT AGENDA

1. Approval of Resolution No 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex. Estimated cost of \$600,000 through HUD Section 18. No County General Funds are involved.
2. Requesting Approval to Execute an Intergovernmental Agreement between Health, Housing and Human Services Department and the Housing Authority of Clackamas County to fund the Cost of Administering the Supportive Housing Services Program. Funding through Metro Measure 26-210 – Supportive Housing Services Fund.
3. Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority of Clackamas County and Social Services for a Case Manager for Housing our Families Program. Adds \$36,690 for a total contract of \$110,070 over a period of one year and six months. Funded through HACC Local Project Funds. No County General Funds are involved.

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

1. Second Reading of Board Order Planning for Summer Congestion Around Barton and Carver Parks (Scott Ciecko, County Counsel)
2. Second Reading of an Ordinance Amending Chapter 8.03 of the Clackamas County Code – Secondhand Dealers (Scott Ciecko, County Counsel)

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

A. Health, Housing and Human Services

1. Approval of Interagency Subrecipient Agreement with Friends of the Estacada Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$156,647, funded through Social Services agreements with Oregon Department of Human Services and transportation agreements with TriMet and Ride Connection, Inc. No County General Funds are involved. – SS
2. Approval of Intergovernmental Agreement #159475, Amendment 03 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provisio of the Oregon Money Management Program in Clackamas County. \$650,832.49 funded through State General Funds, designated for the Oregon Money Management Program. No County General Funds are involved. - SS
3. Approval of Intergovernmental Subrecipient Agreement with City of Wilsonville/Wilsonville Community Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$118,410, funded through the Oregon Department of Human Services, Older American Act. No County General Funds are involved. - SS
4. Approval of Intergovernmental Subrecipient Agreement with Legal Aid Services of Oregon to Provide Housing Rights and Referral and Legal Assistance for Clackamas County Residents. Maximum agreement of \$81,197 funded through Community Development Block Grant and Older American Act. No County General Funds are involved. - SS
5. Approval of Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents. Maximum agreement of \$56,058 funded through Older American Act and Ride Connection pass-through funds. No County General Funds are involved. - SS
6. Approval of Intergovernmental Subrecipient Agreement with Senior Citizen Council of Clackamas County to Provide Social Services for Residents of Clackamas County. Maximum agreement of \$160,784 funded through Older American Act and General Funds. - SS
7. Requesting Approval to Execute an Intergovernmental Agreement between Health, Housing and Human Services Department and the Housing Authority of Clackamas County to fund the Cost of Administering the Supportive Housing Services Program. Funding through Metro Measure 26-210 – Supportive Housing Services Fund. - Admin
8. Approval of the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County. Maximum contract of \$2,799,273 funded through the State of Oregon. No County General Funds are involved. - PH
9. Approval for an Intergovernmental Agreement with Sandy Fire District for Medical Direction. Maximum contract of \$7,350 funded through Emergency Medical Services Coordination. No County General Funds are involved. PH

10. Approval of a Local Subrecipient Grant Agreement #2 with Metropolitan Family Services to Continue to Provide Kindergarten Readiness Partnership and Innovation Services. Amendment adds \$35,423 for a maximum value of \$168,718 and it is funded through the Oregon Department of Education and Oregon State University Success Act Funds. No County General Funds are involved. - CFCC
11. Approval of a Subrecipient Grant Amendment #3 with Oregon City Together for Youth Marijuana and Substance Abuse Prevention Efforts in Clackamas County. Amendment adds \$30,000 for a maximum of \$120,000, extending it through June 30, 22 and is funded through Marijuana Tax Revenue. No County General Funds are involved. - CFCC
12. Approval of a Subrecipient Grant Amendment #3 with Oregon Impact for Youth Marijuana and Substance Prevention Efforts in Clackamas County. Amendment adds \$30,000 for a maximum of \$120,000, extending it through June 30, 22 and is funded through Marijuana Tax Revenue. No County General Funds are involved. - CFCC
13. Approval of a Cooperation Agreement between Clackamas County and Next Steps Strategies, Incorporated, for Acquisition of Property. Clackamas County will cover \$240,000 through Community Development Block Grants and Next Steps will cover \$170,000 for a total purchase price of \$410,000. No County General Funds are involved. – CD
14. Approval of Amendment #03 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery and Prevention Services, and Problem Gambling Programs. Amendment adds \$340,347 for a maximum of \$9,086,559.18, funded through Oregon Health Authority. No County General Funds are involved. – BH
15. Approval of an Amendment #2 with Do Good Multnomah to Extend Veterans Village Services. \$315,009 funded through County General Funds.

B. Department of Transportation and Development

1. A Board Order Adopting the Vacation of a Portion of Johnson Rd, Co. Rd No. 1374. Application and processing fee received into Road Fund.
2. Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Canby Ferry ITS Project and Authorizing Good Faith Negotiations and Condemnation Actions. right of way budget for the project is estimated to be \$63,000.00, Project Total \$889,024.00, County Road Fund and Federal Ferry Boat Discretionary Funds

C. Business and Community Services

1. Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women’s Club to Extend Time to Transfer Properties to a Local Park District upon its Formation. This extension will not have a financial impact. No County General Funds are involved.

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

1. Approval to Terminating an Agreement with Park Place Development, Inc., Park Place Development, Inc., and Water Environment Services.

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

VI. COUNTY ADMINISTRATOR UPDATE

VII. COMMISSIONERS COMMUNICATION

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

July 15, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Resolution 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex

Purpose/Outcomes	Approve Resolution 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex.
Dollar Amount	N/A
Funding Source(s)	N/A
Duration	HACC plans to submit the Section 18 application to HUD during summer of 2021
Previous Board Action	11/30/20 – Provided Letter of Support Section 18 Demolition & Disposition Application 10/03/19 – Approval of Hillside Park Master Plan Design Concept 10/01/19 – Study Session Update on Redevelopment Plans 08/06/19 – Study Session Project Update & Proposed Design Concept
Strategic Plan Alignment	1. Sustainable and affordable housing 2. Ensure safe, healthy and secure communities
Procurement Review	Per Resolution No. 1936, HACC adopted the Local Contract Review Board rules for HACC Procurements. HACC conducts its own procurements following its procurement handbook
Contact Person	Jill Smith, HACC Executive Director (503) 502-9278
Contract Number	N/A

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department requests approval of Resolution 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex.

The Housing Authority of Clackamas County has the oldest Public Housing in the State of Oregon. HACC intends to take advantage of the tools the U.S. Department of Housing and Urban Development (HUD) is offering to provide new upgraded housing stock.

Hillside Park is a public housing complex serving extremely low income families and individuals. The complex includes 100 units consisting of 1 and 2 bedroom, single-story bungalows originally built in the early 1940's. The site is ideally located for housing as it is adjacent to transit, services, and other amenities making it ideal for reinvestment and redevelopment. However, the existing units have reached the end of their useful life and the 14-acre site on which Hillside Park is situated is largely underutilized.

In 2018, HACC was awarded funding from Metro to study the site and create a Master Plan for the redevelopment of Hillside Park. HACC conducted an extensive community outreach process that concluded with the recommendation to redevelop Hillside Park into a new, mixed-income neighborhood with up to 500 housing units. These units will be developed in a variety of styles from townhomes to low-rise apartment buildings. This community will include new playgrounds and open space, ground floor commercial space, and new streets and bikeways.

On March 23rd, Milwaukie's Planning Commission unanimously approved HACC's Preliminary Development Plan. This was a major milestone toward rezoning and redeveloping the site as the Master Plan envisions. Most notable, was the large number of community members and neighbors who sent letters or testified in support of the project. HACC anticipates receiving final land use approvals by the end of 2021.

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Given the obsolete units and inefficient use of space, HACC is opting to reposition and redevelop Hillside Park using a HUD process called Section 18 Demolition and Disposition. To reposition a Public Housing project means to convert its assistance under HUD's Public Housing Program to HUD's Section 8 Programs. This process provides options for housing authorities like HACC with housing that is more expensive to rehabilitate and bring to current building code than demolish and rebuild. Most importantly, the Section 18 process provides Section 8 rental assistance vouchers and relocation assistance to every household residing in a unit converted from public housing.

As a first step, HACC needs to apply to HUD for Section 18 Disposition and Demolition approval. As part of the application process HACC conducted a Physical Needs Assessment. The Physical Needs Assessment confirmed costs to rehabilitate Hillside Park exceeded established HUD parameters and the development was deemed obsolete. Next, HACC conducted an in-depth Environmental Review of the site. In response, a Finding of No Significant Impact (FONSI) was issued which deemed that the project will not have a significant effect on the human environment. Next, HACC consulted with the City of Milwaukie and Clackamas County to obtain letters of support for our redevelopment plan and Section 18 application. Finally, HACC held meetings with Hillside Park residents to inform them about the Section 18 process and answer any questions about relocation and redevelopment. The final piece of the application process is obtaining resolution from the Housing Authority Board of Commissioners that authorizes HACC to submit a Section 18 application and approves the removal action.

HUD approval will allow HACC to shift away from traditional public housing that is reliant on diminishing federal subsidy and transition to a voucher-based platform that relies on public-private partnerships to construct, rehabilitate, and operate affordable units.

HACC's top priority is ensuring that our public housing residents are supported and their needs are accommodated throughout the process. Stringent relocation guidelines accompany the Section 18 process. Accordingly, HACC: (1) must offer all residents comparable housing (Public Housing, Section 8 vouchers, or PBV); (2) must provide 90-day notice to residents; (3) must provide counseling/advising services; (4) must pay actual and reasonable moving costs (e.g., security/utility deposits); (5) must be in compliance with fair housing (e.g., accessible units); (6) cannot begin relocation (issue 90-day notice) until HUD approval; and (7) cannot begin demolition or complete disposition until residents are relocated. In addition, HACC will provide relocated residents the right of first refusal to return to a new unit once construction is complete.

In response to a competitive RFP, HACC selected Brawner Consulting to assist and advise the Authority through the repositioning and redevelopment process. Brawner is a national real estate consulting firm that specializes in repositioning and developing affordable housing. Brawner is supporting HACC through the application and planning process for Hillside Park and helping the Authority develop a portfolio-wide repositioning strategy to provide a more stable financial platform to help ensure long-term affordability and sustainable operations.

Resolution 1956 authorizes the Housing Authority to submit a Section 18 Demolition and Disposition Application for the Hillside Park Public Housing Complex. The redevelopment of Hillside Park is a vital part of the Housing Authority's repositioning and development strategy and key to meeting its goal of creating 1,200 new units of affordable housing. Approval of this resolution is an integral step in the repositioning process and constitutes the County's binding commitment to advance this important housing project.

RECOMMENDATION:

Staff recommends that the Board approve Resolution 1956 Authorizing the Housing Authority's Submittal of a Section 18 Demolition and Disposition Application for Hillside Park Public Housing Complex.

Respectfully submitted,

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

BEFORE THE BOARD OF COMMISSIONERS

OF THE HOUSING AUTHORITY OF CLACKAMAS COUNTY

Resolution Authorizing the Housing
Authority's Submittal of a Section 18
Demolition and Disposition Application for
Hillside Park.

RESOLUTION NO. 1956

WHEREAS, the Housing Authority of Clackamas County Board of Commissioners has approved HACC's 2021-2022 Annual Plan, which describes HACC's "New Activities" related to the Hillside Park Section 18 Demolition and Disposition application and further details plans associated with the redevelopment of Hillside Park, and

WHEREAS, the Housing Authority of Clackamas County is required to submit a Section 18 Disposition application to the U.S. Department of Housing and Urban Development (HUD) for approval to demolish existing buildings and dispose of land for redevelopment, and

WHEREAS, the Housing Authority staff has consulted with the leaders of the jurisdiction where the property is located and obtained written support for the redevelopment plans, and

WHEREAS, the Resident Advisory Board has been notified of the demotion and disposition plans and has been provided with the mandated resident offer of sale, and

WHEREAS, the Housing Authority of Clackamas County staff met with residents of Hillside Park to discuss the Section 18 Demolition and Disposition plans and responded to questions in writing that arose from those meetings, and

WHEREAS, the Housing Authority has developed a plan to replace the 100 units on-site that is financially feasible, and

WHEREAS, the Housing Authority will utilize proceeds from the sale of land at Hillside Park to fund development activities related to affordable housing at Hillside Park and any remaining funds shall be used for the development of affordable housing, and

WHEREAS, the Housing Authority will provide relocation services funded with existing Public Housing Funds in addition to other sources as necessary to move households displaced by the sale to comparable housing,

NOW THEREFORE BE IT RESOLVED that the Board approves the Housing Authority's submittal of a Section 18 Demolition and Disposition application to HUD for Hillside Park, containing 100 (one hundred) Public Housing units; and

BE IT FURTHER RESOLVED, that HACC's Executive Director is authorized to execute documents and provide certifications as required for the submittal and approval of this action.

DATED THIS ____ DAY OF JULY, 2021

BOARD OF COMMISSIONERS FOR THE HOUSING
AUTHORITY OF CLACKAMAS COUNTY, OREGON

Chair

Recording Secretary

July 15, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to execute an Intergovernmental Agreement between Health, Housing and Human Services Department (H3S) and the Housing Authority of Clackamas County (HACC) to fund the cost of administering the Supportive Housing Services (SHS) Program

Purpose/Outcomes	Approval of the IGA between H3S and HACC to transfer funds for the SHS Program.
Dollar Amount and Fiscal Impact	No Max. No county general funds
Funding Source	Metro Measure 26-210– Supportive Housing Services Fund
Duration	10 years
Previous Board Action	N/A
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	A.N. 6/23/2021
Contact Person	Jill Smith, Executive Director, Housing Authority 503-502-9278
Contract No.	10244

BACKGROUND:

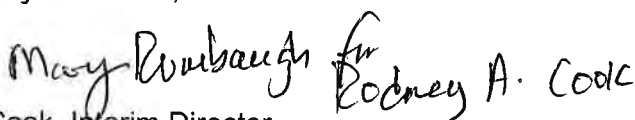
The Health, Housing and Human Services Department (H3S) requests approval to execute an Intergovernmental Agreement with the Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department. This IGA would allow the transfer of the Metro 26-210 measure funds to HACC to administer the Supportive Housing Services (SHS) program. HACC has been engaged in planning efforts since the measure was passed to ensure Clackamas County is eligible for funding from Measure 26-210 and prepared to begin serving our most vulnerable neighbors as soon as funding begins to flow from Metro.

Measure 26-210 is a tax on high income earners and high profit businesses that was passed by Metro region voters last May. Although tax collection has already begun accruing, it is anticipated that it could take some time before the new tax will reach full taxation. Limited funding is scheduled to begin flowing to HACC monthly starting in July 2021. Revenue estimates are \$24.5M for year one and \$51M at full taxation.

RECOMMENDATION:

Staff recommends the approval of the IGA between H3S and HACC.

Respectfully submitted,



Rodney Cook, Interim Director
Health, Housing & Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY**

THIS AGREEMENT (this "Agreement") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas County, through its Health, Housing and Human Services Department, Administration Division ("County"), for administering use of funds ("Funds") received through the Metro Regional Government's ("Metro") supportive housing services income tax (Ballot Measure 26-210, hereinafter the "Measure"), collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

RECITALS

Pursuant to a revenue sharing agreement entered into by and between the County and Metro, the County will receive Funds from the supportive housing services income tax to use in accordance with the Measure and the County's approved local implementation plan (the "LIP"). Receipt of the Funds is contingent upon collection by Metro.

The County and HACC have agreed that HACC shall be primarily responsible for use of the Funds in accordance with the LIP and consistent with the Measure, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County.

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

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire after ten (10) years or when Funds are no longer received through the measure, whichever occurs later.
2. **Scope of Work.** Upon receipt of the Funds from Metro, the County will transfer the funds to HACC to use in accordance with the LIP, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County.

Prior to distribution of the Funds to HACC, the County will withhold any amounts required to be held in reserve under the Measure or any subsequent agreement entered into by and between Metro and the County.

3. **Payment.** Unless otherwise specified, HACC shall submit monthly invoices to County to be reconciled against the advancements of Funds.
4. **Reimbursement.** HACC shall comply with the terms and conditions for use of Funds set forth in the LIP, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County. HACC's misuse of the Funds shall constitute a material breach of this Agreement. Such material breach shall give rise to County's right, but not obligation, to withhold further Funds until compliance is met, reclaim Funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any Funds used by HACC in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to County at law, in equity, or under this Agreement..

5. Representations and Warranties.

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

6. Termination.

- A. Either the County or HACC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the County or HACC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The County or HACC shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
 - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 7. Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend HACC, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

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

8. **Insurance.** The County is self-insured and HACC is insured by the Housing Authority Risk Retention Pool (HARRP). The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Ed Johnson or their designee will act as liaison for the County.

Contact Information:

Health, Housing and Human Services, 2051 Kaen Road, Oregon City, OR 97045
ejohnson@clackamas.us, 503-742-5325

Vahid Brown or their designee will act as liaison for HACC.

Contact Information:

Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045
vbrown@clackamas.us, 503-655-8279

10. General Provisions.

- A. **Dispute Resolution.** In the event a dispute arises under this Agreement, the Parties agree to the following dispute resolution process. First, the Parties will elevate the dispute to the Executive Director, on behalf of HACC, and the Director of the Department of Health, Housing, and Human Services, on behalf of the County, to attempt to resolve. If resolution is unsuccessful, the Parties will elevate the dispute to the respective Board of Commissioners for HACC and the County for final resolution.
- B. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and HACC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States

District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. HACC, by execution of this Agreement, hereby consents to the in persona jurisdiction of the courts referenced in this section.

- C. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- D. **Further Assurances.** Both Parties shall take all necessary steps, and execute and deliver any and all necessary written instruments, to ensure compliance with any agreement entered into by and between Metro and the County governing use of the Funds, including, but not limited to, executing all additional documentation as may be reasonably necessary for the County to continue to receive the Funds.
- E. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- F. **Access to Records.** HACC shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. HACC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, HACC shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein

regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **No Third-Party Beneficiary.** HACC and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name hereir and expressly described as intended beneficiaries of the terms of this Agreement.
- L. **Subcontract and Assignment.** HACC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve HACC of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Survival.** All provisions in Sections 7, and 10 (A), (B), (D), (E), (F), (G), (H), (I), (J), (K), (N), (P), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- Q. **Force Majeure.** Neither HACC nor County shall be held responsible for delay or default caused by events outside of HACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, HACC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- R. **Confidentiality.** HACC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by HACC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). HACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HACC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use

Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

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

Signatures on following page

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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

Signing on Behalf of the Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Clackamas County Board

Tootie Smith, Chair

Date

July 15, 2021

Housing Authority Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #1 to the Intergovernmental Agreement between the
Housing Authority of Clackamas County and Social Services
for a Case Manager for Housing our Families Program

Purpose/Outcomes	Approval of Amendment #1 to the Intergovernmental Agreement between the Housing Authority and Social Services for case management for Housing our Families program
Dollar Amount and Fiscal Impact	Original contract amount \$73,380; Amendment #1 for an additional \$36,690 = total contract of \$110,070 over one (1) year 6 months
Funding Source(s)	HACC Local Project Fund No County General Funds
Duration	October 1, 2019 – March 31, 2021
Previous Board Action	Board approved IGA on November 14, 2019
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	June 8, 2021 AN
Contact Person	Jill Smith, HACC Executive Director (503) 742-5336
Contract Number	Contract No. 9508

BACKGROUND:

The Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department, requests approval to amend the Intergovernmental Agreement with Social Services, a Division of Health, Housing and Human Services Department for the case manager of Housing our Families program.

The Amendment #1 for contract No. 9508, extends the term of the agreement by 6 months, from October 1, 2020 through March 31, 2021. The additional six (6) months is for case management services provided during the six months, at a cost of \$36,690. It is anticipated that this position is funded through an alternate source after March 31, 2021.

Housing our Families program participants are selected from the Coordinated Housing Access (CHA) wait list. Many are homeless and/or have high barriers and therefore are in need of intensive case management to be successfully housed. The Case Manager will work in collaboration with the Social Services Supportive Housing Team (“Housing Pod”). Most case management will take place at tenant units and in the community.

RECOMMENDATION:

Staff recommends the Board approve Amendment #1 to the Intergovernmental Agreement with Social Services for a case manager. Staff recommends the Board authorize Jill Smith, HACC Executive Director, to sign the Amendment on behalf of the Housing Authority Board of

Commissioners and Commissioner Tootie Smith, Chair to sign on behalf of the Board of County Commissioners.

Respectfully submitted,

Mary Rowlands for Rodney A. Cook

Rodney Cook, Interim Director
Health, Housing and Human Services

Intergovernmental Agreement

Between Housing Authority of Clackamas County and Social Services Division
for the Housing our Families Program Case Manager H3S Contract No. 9508

CONTRACT AMENDMENT #1

This Amendment #1 is entered into between the **Housing Authority of Clackamas County** (“HACC”) and Clackamas County, on behalf of its Social Services Department (“SSD”) and shall become part of the intergovernmental agreement (“Agreement”) entered into between both parties effective October 1, 2019.

The purpose of this Amendment #1 is to make the following changes to the Agreement:

- 1. **Aritcle III, Budget and Terms of Payment for Services Rendered, Section A, is amended to add the following:**

The extension, October 1, 2020 through March 31, 2021 will be prorated an additional \$36,690.

- 2. **Aritcle VI, Term of Agreement, Section A, is amended as follows:**

The expiration date of the Agreement is hereby changed from September 30, 2020, to **March 31, 2021.**

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

IN WITNESS HEREOF, the Parties have executed this Amendment #1 by the date set forth opposite their names below.

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

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

CLACKAMAS COUNTY

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

Signing on Behalf of the Housing Authority Board

Signing on behalf of Clackamas County

Jill Smith, HACC Executive Director

Commissioner Tootie Smith, Chair

Date

Date

Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

STAFF REPORT

July 15, 2021

To the Clackamas County Board of County Commissioners

In the Matter of a Second Reading of Ordinance No. 03-2021
An Ordinance Amending Clackamas County Code
Appendix B, Fines and Declaring and Emergency

Purpose	The Board previously adopted Board Order 2021-53 on July 1, 2021 making a policy decision for how to deal with congestion and related issues at and near Barton and Carver parks during busy summer days. In conjunction with that Board Order there was also a first reading of this ordinance increasing the fine for illegal parking on County roads. A second reading is now necessary to complete the amendment.
Dollar Amount and Fiscal Impact	Adoption ordinance is not expected to have a significant financial impact on the County although here will be some financial impact on citizens who park illegally in no parking zones if they receive a citation at the new higher fine amount. Those impacts are entirely avoidable, however, by simply complying with no parking signs.
Funding Source	No funding is needed for this ordinance.
Duration	This ordinance amendment will continue in effect until it is amended by the Board.
Previous Board Action/Review	This matter was presented to the Board by staff at a policy session on June 1, 2021. The ordinance was before the Board for first reading on July 1, 2021.
Strategic Plan Alignment	1. This matter is consistent with the following department strategic goals: BCS – County Parks -- aligns with the department goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by coordinating with our county partners

	<p>to increase safety around Barton and Carver Parks and the surrounding area. DTD - aligns with the department goal of providing travelers on Clackamas County roads safe roads in good condition. CCSO - the plan aligns with the department goal of providing public safety to those who live, work and, in this case play in Clackamas County, so they can enjoy safe, livable communities. 2. This matter is consistent with the County's Performance Clackamas goals of ensuring safe, healthy, and secure communities.</p>
Counsel Review	This matter is being presented in part by legal counsel and has been reviewed thereby.
Contact Persons	Scott Ciecko, Assistant County Counsel Sarah Eckman, Interim Director Business and Community Services

BACKGROUND: The congestion and crowding at and around Barton and Carver parks occurs on hot summer days, primarily on weekends, when hundreds, if not thousands, of people and cars flock to the Clackamas River to float the river. The high numbers of people and cars on these days results in significant congestion and increased risk of motor vehicle accidents, creates noise and inconvenience to neighboring residents, and often ends with people becoming intoxicated and causing disturbances or altercations. Summer is quickly approaching so the time to act is now.

In response to this issue the Board previously adopted Board Order [insert number] on July 1, 2021. In conjunction with that Board Order there was also a first reading of this ordinance increasing the fine for illegal parking on County roads from \$40 to \$80. A second reading is now necessary to complete the amendment and implement the new increased fine for illegal parking on County roads.

RECOMMENDATION: Staff recommends that the Board adopt Ordinance 03-2021, increasing the fine for illegal parking on County roads from \$40 to \$80.

Respectfully submitted by:

s/ Scott Ciecko
 Scott Ciecko, Assistant County Counsel

ORDINANCE NO. 03-2021

**An Ordinance Amending Appendix B, Fines, of the
Clackamas County Code and declaring an emergency.**

WHEREAS, ORS 203.065(1) requires that fines be adopted by ordinance; and

WHEREAS, the Sheriff would like to increase fines associated with parking citations; now, therefore;

The Board of Commissioners of Clackamas County ordains as follows:

Section 1: The fines shown on the Exhibit 1 of this ordinance shall be included in Appendix B of the Clackamas County Code.

Section 2: The Board of Commissioners hereby finds and declares that an emergency exists inasmuch as the immediate effect of this ordinance is necessary to capture the fine increase for this fiscal year.

Section 3: Effective date. The changes to fines authorized by this ordinance and shown on the attachments shall become effective on July 15, 2021.

ADOPTED this 15th day of July, 2021.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary

DEPARTMENT/DIVISION	AUTHORIZING LEGISLATION	Fine set by ORS	ORS auth. fine	Code auth. fine	FINE AMOUNT	<i>Proposed FINE AMOUNT for FY 2021-2022</i>
SHERIFF						
All Other Parking Citations	Code §7.01.050.A			x	\$40	\$80



Stephen L. Madkour
County Counsel

Kathleen Rastetter
Scott C. Ciecko
Amanda Keller
Nathan K. Boderman
Shawn Lillegren
Jeffrey D. Munns
Andrew R. Naylor
Andrew Narus
Sarah Foreman
Assistants

STAFF REPORTS

July 15, 2021

To the Clackamas County Board of County Commissioners

In the Matter of a Second Reading of Ordinance No. 04-2021 Amending Chapter 8.03 of the Clackamas County Code--Secondhand Dealers

Purpose/Outcome	Adoption of this ordinance is intended to ensure consistency with State law, to assist deputies in tracking stolen property, and to ensure amounts owed to the County by secondhand dealers are paid.
Dollar Amount and Fiscal Impact	Adoption of this ordinance is not expected to have a significant financial impact.
Funding Source	Adoption of this ordinance will not result in the expenditure of County funds.
Duration	If the Secondhand Dealer code is amended that amendment will continue in effect until further amendment.
Previous Board Action/Review	This matter was presented to the Board by staff at a policy session (Administrator issues) on June 8, 2021. This matter was before the Board for first reading on July 1, 2021.
Strategic Plan Alignment	1. This matter is consistent with the Clackamas County Sheriff's Office's strategic goal of providing public safety to those who live, work and, recreate in Clackamas County so they can enjoy safe, livable communities. 2. This matter is consistent with the County's Performance Clackamas goal of ensuring safe, healthy, and secure communities.
Counsel Review	This matter is being presented in party by legal counsel and has been reviewed thereby.
Contact Person	Scott Ciecko, Assistant County Counsel Lt. Chris Cate, Clackamas County Sheriff's Office

BACKGROUND: Chapter 8.03 of the County Code regulates secondhand dealers – businesses that acquire and resell secondhand personal property – within unincorporated Clackamas County. The Sheriff's Office is responsible for administering that chapter and is requesting the Board to make three minor changes. Those changes are:

1. Clarifying that the ordinance does not regulate the purchase and/or sale of firearms. This change is necessary so that the code is consistent with State law, which provides that counties cannot regulate transactions of firearms. See ORS 166.170;
2. Clarifying that when dealers fail to pay any fines or fees that are assessed against them the County may use debt collections agencies in an effort to recover amount owing.

These two changes are relatively minor and are not expected to have financial or other substantive impacts on the County or secondhand dealers, but will make the chapter consistent with State law and assist the Sheriff's Office in tracking stolen property.

The Board previously was briefed about these proposed changes at a policy session under Administrator Issues, on June 8, 2021.

RECOMMENDATION: Staff recommends that the Board adopt the proposed ordinance amending Chapter 8.03 of the Clackamas County Code as shown in Ordinance No. 04-2021.

Respectfully submitted by:

s/ Scott Ciecko
Scott Ciecko, Assistant County Counsel

ORDINANCE NO. 04-2021

**An Ordinance Amending
Clackamas County Code Chapter 8.03, Secondhand Dealers**

WHEREAS, ORS 166.170 prohibits the County from regulating the purchase and/or sale of firearms; and

WHEREAS, the County should use debt collection agencies in an effort to recover fees and fines owed to it by secondhand dealers;

Now, therefore, the Board of Commissioners of Clackamas County ordains as follows:

Section 1: Chapter 8.03, Secondhand Dealers, of the Clackamas County Code is hereby amended as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

ADOPTED this _____ day of July, 2021.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

Chapter 8.03

8.03 SECONDHAND DEALERS

[Chapter 8.03, Secondhand Dealers, codified by Ord. 05-2000, Amended by Ord. 05-2003, 3/13/03 is hereby repealed and replaced by Chapter 8.03 Secondhand Dealers, adopted by Ord. 02-2011, 9/15/11]

8.03.010 Purpose

The purpose of this chapter is to strictly regulate certain business activities that present an extraordinary risk of being used by criminals to dispose of stolen property. This risk is present despite the best effort of legitimate Secondhand Dealer and Pawnbroker businesses, because these businesses process large volumes of goods and materials that are frequently the object of theft. This chapter is intended to reduce this type of criminal activity by facilitating timely police notification of such property transactions, and by regulating the conduct of persons engaged in this business activity. The need for these regulations outweighs any anti-competitive effect that may result from their adoption.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.020 Definitions

As used in this chapter, unless the context requires otherwise:

- A. ACCEPTABLE IDENTIFICATION means either a current driver license, a State of Oregon Identification Card issued by the Department of Motor Vehicles, or one current United States federal, state or local government-issued identification card which has a photograph of the seller.
- B. ACQUIRE means to take or transfer any interest in personal property in a voluntary transaction, including but not limited to: sales, consignments, memoranda between a Dealer and a private party seller, leases, trade-ins, loans, and abandonments. Any acquisitions of regulated property by a Dealer will be presumed to be an acquisition on behalf of the Secondhand Dealer business. Notwithstanding the foregoing, "acquire" does not include:
 - 1. Any loans made in compliance with state laws by persons licensed as Pawnbrokers by the State of Oregon for the purposes of making a pawn loan; or
 - 2. Memoranda between a Dealer and a person engaged in the business of selling regulated property.
- C. BOARD means the Clackamas County Board of County Commissioners or its designee;
- D. CRIMINAL CONVICTIONS RELATED TO FRAUD, DECEPTION, DISHONESTY, OR THEFT means any conviction for a criminal violation of ORS 162.015 to 162.121; 162.265 to 162.385; 164.005 to 164.235; 164.377; 164.395 to 164.415; Chapter 165, or any similar provision of previous or later Oregon statutes, or statutes of another state, or of the United States;

- E. **DEALER or SECONDHAND DEALER**
1. Means any sole proprietorship, partnership, limited partnership, family limited partnership, joint venture, association, cooperative, trust, estate, corporation, personal holding company, limited liability company, limited liability partnership or any other form of organization for doing business and that either:
 - a. Acquires regulated property on behalf of a business, regardless of where the acquisition occurs, for the purpose of reselling the property; or
 - b. Offers for sale regulated property in Clackamas County.
 2. Notwithstanding Subsection 1 above, DEALER or SECONDHAND DEALER does not include any of the following:
 - a. A business whose acquisitions of regulated property consist exclusively of donated items and/or purchases from 501(c)(3) organizations; or
 - b. An individual or business whose only transactions involving regulated property in Clackamas County consist of the acquisition of regulated property for personal use, or the sale of regulated property that was originally acquired by the seller for personal use; or
 - c. A person whose only business transactions with regulated property in Clackamas County consist of a display space, booth, or table maintained for displaying or selling merchandise at any trade show, convention, festival, fair, circus, market, flea market, swap meet or similar event for less than 14 days in any calendar year.
- F. **HELD PROPERTY** means any regulated property that cannot be sold, dismantled, altered, or otherwise disposed of for a proscribed period of time as more specifically described in Section 8.03.090.
- G. **INVESTMENT PURPOSES** means the purchase of personal property by businesses and the retention of that property, in the same form as purchased, for resale to persons who are purchasing the property primarily as an investment.
- H. **MEDICATION** means any substances or preparation, prescription or over-the-counter, used in treating or caring for ailments and/or conditions in humans or animals.
- I. **NEW** means anything conspicuously not used.
- J. **PAWNBROKER** has the meaning set forth in ORS 726.010 (2) and includes any business required by ORS 726.040 to hold an Oregon Pawnbroker's license.
- K. **PERSON** means any natural person, or any partnership, association, company, organization or corporation.
- L. **PRINCIPAL** means any person who will be directly engaged or employed in the management or operation of the Secondhand Dealer business, including any owners and any shareholders with a 5% or greater interest in the company.
- M. **REGULATED PROPERTY** means any property of a type that has been determined by the Sheriff's Office to be property that is frequently the subject of theft, including but not limited to the following property, unless excluded by subsection 3 below, and may be revised as necessary by the Sheriff's Office after giving appropriate advance notification.
1. Used Items:
 - a. Precious metals;
 - b. Precious gems;
 - c. Watches of any type and jewelry containing precious metals or precious gems;

- d. Sterling silver including, but not limited to, flatware, candleholders, salt and pepper shakers, coffee and tea sets or ornamental objects;
 - e. Audio equipment;
 - f. Video equipment;
 - g. Other electronic equipment including, but not limited to: global positioning systems (GPS), electronic navigation devices or radar detectors;
 - h. Photographic and optical equipment;
 - i. Electrical office equipment;
 - j. Power equipment and tools;
 - k. Automotive and hand tools;
 - l. Telephones or telephone equipment;
 - m. Power yard and garden tools;
 - n. Musical instrument and related equipment;
 - ~~o. Firearms including, but not limited to, rifles, handguns, shotguns, pellet guns or BB guns;~~
 - ~~po.~~ Sporting equipment;
 - ~~qp.~~ Outboard motors, and boating accessories;
 - ~~rq.~~ Household appliances;
 - ~~sr.~~ Entertainment media such as Blu-ray discs, DVD's, DVD boxed sets, Video Game Cartridges, etc.;
 - ~~ts.~~ Property that is not purchased by a bona fide business for investment purposes, limited to:
 - i. Gold bullion bars (0.995 or better);
 - ii. Silver bullion bars (0.995 or better);
 - iii. All tokens, coins, or money, whether commemorative or an actual medium of exchange adopted by a domestic or foreign government as part of its currency whose intrinsic, market or collector value is greater than the apparent legal or face value; or
 - iv. Postage stamps, stamp collections and philatelic items whose intrinsic market or collector value is greater than the apparent legal or face value.
 - ~~ut.~~ Computers and computer related software and equipment;
2. New items.
- a. New items purchased from a licensed business shall be exempt from regulation under this chapter if the Dealer has a bill of lading, receipt, invoice or the equivalent for the new items that specifies the seller's business name, physical and mailing address, date of transaction and description of the purchased items. The bill of lading shall be held by the Dealer for one (1) year, or as long as the property is in the Dealer's possession, whichever is longer. Upon reasonable belief that a specific licensed business is dealing in stolen property, the Sheriff may deem that new items purchased from that specific licensed business are regulated property.
 - b. Items acquired from a manufacturer, manufacturer's representative or distributor that are discontinued or have been used for display or

demonstration but not previously sold are new and exempt from regulation under this chapter if the Dealer has a bill of lading, receipt, invoice or the equivalent that includes the information specified in subsection (2)(a) of this section. The Dealer must hold the bill of lading, receipt, and invoice or equivalent for one (1) year or as long as the property is in the Dealer's possession.

3. Regulated property does not include any of the following property:
 - a. Books and comic books;
 - b. Sports cards and sports memorabilia;
 - c. Glassware and objets d'art including, but not limited to, paintings, prints, sculptures, ceramics, and porcelains;
 - d. Vehicles required to be registered with the Oregon Motor Vehicles Division;
 - e. Boats required to be certified by the Oregon Marine Board;
 - f. Furniture;
 - g. Refrigerators, freezers, stoves, ovens, dishwashers, washers and dryers;
 - h. Pursuant to ORS 166.170, firearms and components thereof, including but not limited to rifles, handguns, shotguns, pellet guns, BB guns, and ammunition.
- N. REMANUFACTURED means that an item has been altered to the degree that the main components are no longer identifiable as the original item.
- O. SHERIFF or SHERIFF'S OFFICE means the Sheriff of Clackamas County, or their designee;
- P. SELLER means any person who:
 1. Offers items of regulated property in exchange for money or other property; or as collateral for a loan; or
 2. Donates or abandons items of regulated property.
- Q. TRANSACTION REPORT means the record of the information required by Section 8.03.080, transmitted to the Sheriff's Office by means required in Section 8.03.090.
- R. TRADE SHOW means an event open to the public, held in a venue other than a Dealer's business location, at which vendors of a specific type of merchandise may exhibit, buy, sell or trade items that may include regulated property.
- S. USED means anything that has been put into action or service.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.030 Permit Required

- A. No person shall act as a Secondhand Dealer in Clackamas County without a valid Secondhand Dealer's Permit issued by the Sheriff's Office.
- B. Any person or business that advertises or otherwise holds themselves out to be acquiring or offering for sale regulated property within Clackamas County will be presumed to be operating as a Secondhand Dealer subject to the terms of this chapter.
- C. Any Pawnbroker operating within Clackamas County shall be required to maintain a valid license pursuant to the Oregon Revised Statutes Chapter 726. If any Pawnbroker also acts as a Secondhand Dealer, that Pawnbroker shall be required to obtain a Secondhand Dealer permit and meet all requirements of this chapter. Any Pawnbroker

that is not a Secondhand Dealer shall nonetheless be subject to the following sections of this chapter:

1. 8.03.080 Reporting requirements (this section shall be used by Pawnbrokers in order to meet the requirements of ORS 726.280 – 726.285).
 2. 8.03.090 Sale Limitations
 3. 8.03.095 Exceptions to Sale Limitations
 4. 8.03.100 Tagging and Inspection of Property
 5. 8.03.110 Prohibited Acts
 6. 8.03.120 Citations
 7. 8.03.150 Nuisance
- D. The sale of regulated property at events known as “garage sales,” “yard sales,” “flea markets” or “estate sales,” is exempt from these regulations if all of the following are present:
1. No sale exceeds a period of seventy-two (72) consecutive hours; and
 2. No more than four (4) sales are held in any twelve- (12) month period.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.035 Minimum Standards

- A. No person may operate as a Secondhand Dealer within Clackamas County unless the person maintains a fixed physical business location.
- B. Any Secondhand Dealer who holds a valid permit may not change the business name of the premises without notifying the Clackamas County Sheriff’s Office at least 30 days prior to the actual effective date of the name change.
- C. Dealers shall comply with all federal, state and local regulations.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.040 Application for Permit

- A. An application for Secondhand Dealer’s Permit shall set forth the following information:
 1. The name, business and residential address, business and residential telephone number, birth date, driver license information, including state of issue and license number and principal occupation of the applicant and any person who will be directly engaged or employed in the management or operation of the business or the proposed business;
 2. The name, address, telephone number, and electronic mail address of the business or proposed business and a description of the exact nature of the business to be operated;
 3. The web address of any and all web pages used to acquire or offer for sale regulated property on behalf of the Dealer, and any and all internet auction account names used to acquire or offer for sale regulated property on behalf of the Dealer;
 4. Written proof that the applicant and all principals of the business are at least 18 years of age;

5. Each principal's business occupation or employment for the five (5) years immediately preceding the date of application;
 6. The business license and permit history of the applicant in operating a business identical to or similar to those regulated by this chapter.
 7. A brief summary of the applicant's business history in Clackamas County or in any other city, county or state including:
 - a. The business license or permit history of the applicant; and
 - b. Whether the applicant has ever had any such license or permit revoked or suspended, the reasons therefor, and the business activity or occupation of the applicant subsequent to the suspension or revocation;
 8. The form of the business or proposed business, whether a sole proprietorship, partnership or corporation, etc., and
 - a. If a partnership, the names, birth dates, addresses, telephone numbers, principal occupations, along with all other information required of any individual applicant, for each partner, whether general, limited, or silent, and the respective ownership shares owned by each;
 - b. If a corporation, or limited liability company, the name, copies of the articles of incorporation and the corporate bylaws, and the names, addresses, birth dates, telephone numbers, and principal occupations, along with all other information required of any individual applicant, for every officer, director, and every shareholder owning more than five percent of the outstanding shares, and the number of shares held by each.
 9. If the applicant does not own the business premises, a true and complete copy of the executed lease (and the legal description of the premises to be permitted) must be attached to the application;
 10. All arrests and criminal convictions relating to fraud, deception, dishonesty or theft, or citations for violation of Secondhand Dealer ordinance or statutes of any city, county, or state of each principal and all natural persons enumerated in paragraphs 1 through 7 of this section; and
- B. New employees of dealers shall complete and submit the Secondhand Dealer personal history information as required in Section A of this Subsection. Employees may not acquire regulated property until all required information has been reviewed by the Sheriff's Office, unless the Dealer receives permission from the Sheriff's Office while those employees' background checks are being evaluated. The criteria used to review a new employee will be the same as those used in the review of an initial application in Section 8.03.050(B).

[Adopted by Ord. 02-2011, 9/15/11]

8.03.050 Issuance and Renewal of Permit

- A. Applications for Secondhand Dealer's Permit must be notarized, and shall be filed with the Sheriff and shall include payment of the required fee. Individual employee history forms containing the required information of each employee need not be notarized, but must be signed by the specific individual represented on the form.

- B. The Sheriff's Office shall conduct an investigation of the applicant and all principals and employees directly engaged in the management or operation of the business listed according to the requirements in Sections 8.03.040(A) and 8.03.040(B). The Sheriff shall issue such permit if no cause for denial as noted herein exists.
- C. The Sheriff shall deny an application for a Secondhand Dealer's Permit if:
 - 1. The applicant, or any other person who will be directly engaged in the management or operation of the business, or any person who owns a five percent or more interest in the business, has previously owned or operated a business regulated by this chapter or a similar ordinance or law of another city, county or state, and
 - a. the license and permit for the business has been revoked for cause which would be grounds for revocation pursuant to this chapter; or
 - b. The business has been found to constitute a public nuisance and abatement has been ordered; or
 - 2. Any person involved in the business has been convicted of any criminal offense related to fraud, deception, dishonesty or theft, or convicted of any violation of this chapter or laws of any city, county or state; or
 - 3. The operation as proposed by the applicant would not comply with all applicable requirements of statutes and local ordinances including, but not limited to: building, health, planning, zoning and fire chapters; or
 - 4. Any statement in the application is found to be false or any required information is withheld; or
 - 5. Evidence exists to support a finding that the location of the business for which the application has been filed has a history of violations of the provisions of this chapter; or
 - 6. The operation does not comply with applicable federal or state licensing requirements.
- D. Notwithstanding Section 8.03.050(B), the Sheriff may grant a permit despite the presence of one or more of the enumerated factors, if the applicant establishes to the Sheriff's satisfaction that:
 - 1. The behavior evidenced by such factor(s) is not likely to recur;
 - 2. The behavior evidenced by such factor(s) is remote in time; and
 - 3. The behavior evidenced by such factor(s) occurred under circumstances which diminish the seriousness of the factor as it relates to the purpose of this chapter.
- E. Secondhand Dealer's Permits shall be for a term of one year and shall expire on the anniversary of their issuance. The permits shall be nontransferable and shall be valid only for a single location. When the business location is to be changed, the permit holder shall provide the address of the new location in writing to the Sheriff for approval or disapproval at least 30 days prior to such change.
- F. All Secondhand Dealer's Permits shall be displayed on the business premises in a manner readily visible to patrons.
- G. The Sheriff's Office will have primary authority concerning the issuance of a permit. If an applicant for permit is denied, denied applicants will make their first appeal to the Clackamas County Hearings Officer. If denial of an application for permit is denied by the Hearings Officer, review shall be by writ of review as provided in ORS 34.010 to 34.100.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.060 Permit Fees

Every person engaged in conducting, carrying on or controlling a Secondhand Dealer's business shall:

- A. File an application as described in Section 8.03.050 and pay a nonrefundable fee as required by the Sheriff.
- B. For renewal of a Secondhand Dealer's Permit, file an application and pay a nonrefundable fee as required by the Sheriff.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.070 Additional Locations

- A. The holder of a valid Secondhand Dealer's Permit shall file with the Sheriff an application for a permit for each additional location, and shall pay a nonrefundable fee as required by the Sheriff.
- B. Permits issued for additional locations shall be subject to all the requirements of this chapter, and the term of any permit issued for an additional location shall expire on the same date as the initial permit.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.080 Reporting of Secondhand Dealer Regulated Property Transactions and Seller Identification

- A. Dealers shall provide to the Sheriff all required information listed for each regulated property transaction (not including sales). The Sheriff may designate the format of transfer of this information and may direct that it be communicated to the Clackamas County Sheriff's Office Pawn Shop Detail by means of mail, the internet or other computer media.
 - 1. In the event the Sheriff directs that the transaction information be transmitted via computer media, the Sheriff may also specify the system that will be utilized in order to ensure conformity among all dealers
 - 2. If, after establishing the format and requirements for the transmission of computerized reports of transactions, the Sheriff alters the required format; Dealers will be given at least sixty (60) days to comply with the new format requirements. If unable to implement the reporting system before the deadline, a Dealer must, prior to the deadline submit a written request to the Sheriff for additional time.
 - 3. Pawnbrokers are required to report only new transactions. Loan renewals and redemptions by the original client do not need to be reported as long as the property involved in the transaction has not left the store for any period of time.
- B. If paper forms are approved for use by the Sheriff's Office, the Sheriff will provide all Dealers with transaction report forms at cost until sixty (60) days after such time that the Sheriff directs a change in the reporting method. The Sheriff may specify the format (size, shape and color) of the transaction report form. The Sheriff may require that the

transaction report form include any information relating to the regulations of this chapter. Dealers may utilize their own forms, in lieu of those supplied by the Sheriff's Office, if the Sheriff has approved such forms. The Declaration of Proof of Ownership is considered to be included in references in this chapter to the transaction reports, as appropriate. Declaration of Proof of Ownership will be retained by the business and made available to law enforcement.

- C. When receiving regulated property, the Dealer must do all of the following except that Pawnbroker loan transactions are temporarily exempt from the requirements regarding copying acceptable identification, obtaining a thumbprint and completion of the Declaration of Proof of ownership until an electronic reporting system is implemented by the Sheriff's Office on October 31, 2011. If unable to comply before the deadline, a Pawnbroker must submit a written request for additional time to the Sheriff before the deadline. The requirements for a Dealer at the time of a transaction when receiving any regulated property are:
1. The Dealer must obtain acceptable photo identification from the seller or pledgor and verify that the photograph is a photograph matches the individual in the transaction.
 2. The Dealer must record the seller's current residential address, telephone number and thumbprint on the transaction report.
 3. The dealer must write on the transaction report a complete, legible and accurate description of the regulated property of sufficient detail to distinguish like objects one from the other. If an item is new, the Dealer must include the word "new" in the property description.
 - a. The Dealer must complete the transaction report in its entirety, and the individual completing the report must initial it.
 - b. Transaction reports must be completed in legible printed English.
 4. The Dealer must require the Seller to legibly complete the Declaration of Proof of Ownership except that no such Declaration of Proof of Ownership is required for pawn loans made in compliance with state law by licensed pawnbrokers.
 - a. In completing the Declaration of Proof of Ownership the Seller must, at the time of the transaction, certify in writing that the seller has the legal right to sell the property that is the subject of the transaction and is competent to do so, and that the property is not rented or leased.
 - b. The Dealer or Dealer's employee must place the identifiable print of the seller's right thumb (left if right is unavailable) in the thumbprint box on the Declaration of Proof of Ownership. Thumbprints and the information on the Declaration of Proof of Ownership may be produced using a digital format with prior approval of the process from the Sheriff.
 - c. When no Declaration of Proof of Ownership is required for pawn loan transactions, the Dealer or Dealer's employee shall verbally verify that the seller has the legal right to sell the property that is the subject of the transaction and is competent to do so, and that the property is not rented or leased, and enter that information in the transaction report.
 5. A Dealer may provide a description of any motor vehicle (including license number) identified as used in the delivery of regulated property and record the description and license number next to the seller's thumbprint.

6. Transaction reports are designed to assist in the investigation of the theft of property. Therefore, additional reporting for Dealers includes unregulated property that is identifiable with markings indicating apparent ownership.
7. Dealers must take either a photograph or still video of each person selling or loaning on an item of regulated property or make a copy of the acceptable identification presented by the seller. ~~Dealers must also take either a photograph or still video of each item of regulated property being sold or loaned.~~ All information on the copy must be legible and may be made by photostatic copying, computerized scanning or any other photographic, electronic, digital or other process that preserves and retains an image ~~of the document~~, and which can be subsequently produced or reproduced for viewing of the image. If a photograph is taken, a print of the photograph must be referenced to the transaction report number. A video photograph (still) must be referenced by time and date and transaction report number to correspond to the regulated property accepted. Copied identification must be kept with the transaction report or shall be referenced to the transaction report number. The photograph or videotape ~~of~~ copied identification ~~and item of regulated property~~ must be kept by the Dealer for one year and must be provided to the Sheriff's Office upon request.

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- D. Dealers must mail or deliver to the Sheriff's Office at the close of each business day the original of all transaction reports describing articles received during that business day.
- E. Dealers must retain at their business location a copy of all completed and voided transaction reports for a period of not less than one year from the date of acquisition. Any unused transaction reports must be available for inspection by the Sheriff's Office.

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[Adopted by Ord. 02-2011, 9/15/11]

8.03.090 Regulated Property Sale Limitations

- A. Regulated property is subject to the following limitations:
 1. Holding Period: Regulated property acquired by any Dealer must be held for a period of thirty (30) full days from the date of acquisition. Pawnbroker loan transactions are exempt from the 30-day hold requirements of this section because of the redeemable nature of the loans and the holding requirements of ORS 726. However, if the loan is converted to a buy by the Pawnbroker within 30 days from the date of the pawn transaction, the difference between the original date of the pawn and the buy will count toward the 30-day hold requirement. All other provisions of this section remain in effect.
 2. Requirements of held property: All held property must remain in the same form as when received, must not be sold, dismantled, altered or otherwise disposed of, and must be kept separate and apart from all other property during the holding period to prevent theft or accidental sale, and to allow for identification and examination by the Sheriff's Office. Held property must be kept at the business location during this holding period so that it can be inspected during normal business hours as provided in Section 8.03.100.
 3. Held property requirements do not apply if:
 - a. the property is received by a Dealer from another Dealer (regulated by the Sheriff's Office or any other nearby police agency approved by the

Sheriff) who has already satisfied the holding requirements of this chapter, and the receiving Dealer records the original transaction report number on the transaction report completed for the new transaction.

- b. a customer, who originally purchased property from a Dealer, returns it with the original receipt.
- B. Upon reasonable belief that an item of regulated property is the subject of a crime, any peace officer may provide notice to any Dealer that a specifically described item of regulated property must be held in a separate Police Hold area for a period not to exceed thirty (30) days from the date of notification, and is subject to the (30) days upon notice provided to the Dealer that additional time is needed to determine whether a specific item of regulated property is the subject of a crime. The Dealer shall comply with the hold notice and notify the Sheriff's Office Pawn Shop Detail of the hold notice not later than five (5) calendar days from the day the notice was received, either by telephone, fax, email or in person. A Dealer must notify the Pawn Shop Detail of its intent to dispose of any item of regulated property under Police Hold at least ten (10) days prior to doing so. A Police Hold area must meet the following criteria:
1. Located out of public view and access, and
 2. Marked "Police Hold", and
 3. Contains only items that have been put on Police Hold
- C. Any peace officer or Community Service Officer (unsworn peace officers employed by law enforcement agencies) who places a police hold on any property suspected of being the subject of a crime shall provide the Dealer with a DPSST number and a valid incident number.
- D. Upon probable cause that an item of regulated property is the subject of a crime, the Sheriff may take physical custody of the item or provide written notice to any Dealer to hold such property for a period of time to be determined by the Sheriff, not to exceed the statute of limitations for the crime being investigated. Any property placed on hold pursuant to this subsection is subject to the requirements of subsection (A)(2) above, and will be maintained in the Police Hold area unless seized or released by the Sheriff. Seizure of property will be carried out in accordance with ORS.
- E. If a Dealer acquires regulated property with serial numbers, personalized inscriptions or initials, or other identifying marks which have been destroyed or are illegible due to obvious normal use, the Dealer shall continue to hold the regulated property at the business location for a period of ninety (90) full days after acquisition. The Dealer must notify the Sheriff's Office by writing "90-day hold" next to the item on the transaction report or by an electronic means approved by the Sheriff's Office. The held property must conform to all the requirements of this section.
- F. If a peace officer seizes any property from a Dealer, the Dealer must notify the Sheriff's Office not later than five (5) calendar days from the day the seizure occurs. The Dealer must provide the name of police agency, the incident or case number, the name and DPSST number of the peace officer, the number of the receipt left for the seizure, and the seized property information. Notification to the Sheriff's Office may be given by telephone, fax, email or in person.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.095 Exceptions to Regulated Property Sale Limitations

- A. A Dealer is not required to obtain the seller's identification, photograph the seller, record the seller's thumbprint, or have the seller complete the Declaration of Proof of Ownership if the Dealer complies with the remaining requirements in Section 8.03.090 and if:
1. The item is acquired through consignment by a Dealer from a person who lives more than 150 miles from Clackamas County and the consigned property is mailed, shipped, or sent by courier to the Dealer.
 2. The item is acquired during a trade show. All items acquired during a trade show by a Dealer must be reported. At the time of the transaction, the Dealer must write on the transaction report a complete, legible and accurate description of the regulated property of sufficient detail to distinguish like objects one from the other. The Dealer must also record the name and date of the event and the address of the venue in the name, date, and address fields of the transaction report form. Items acquired during a trade show may be sold or traded during the trade show without being held. Items still in a Dealer's possession at the end of the show will be subject to the hold period requirement in effect for that Dealer's acquisitions of regulated property.
 3. The item is acquired from a business whose acquisitions of regulated property consists exclusively of donated items and/or purchases from a 501(c)(3) organization. The Dealer must record the name and location address of the business in the name and address fields of the transaction report form and the date of acquisition.
 4. The item is acquired through an internet transaction. The Dealer must record on the transaction report the seller's email address or seller's identification, the name of the internet website that listed the item, and the date of the acquisition.
 5. The item is acquired by the Dealer from a yard sale, garage sale, estate sale or swap meet. The Dealer must record on the transaction report the physical address of the sale location and the date of acquisition.

Items acquired under subsection (A) must be held in compliance with the hold period requirement in effect for the Dealer's other acquisitions of regulated property.

- B. A Dealer is not required to obtain the seller's identification, photograph the seller, record the seller's thumbprint, nor have the seller complete the Declaration of Proof of Ownership if the Dealer complies with the remaining requirements in Section 8.03.090 and if the item is used, regulated property acquired from a licensed business. The Dealer must keep a receipt for the item from the licensed business that includes the licensed business' name and a description of the item. The receipt must be retained at the Dealer's business location for one year or until the item is sold, whichever is longer. The Dealer must record on the transaction report the name and location address of the business in the name and address fields of the transaction report form, and the date of the acquisition. The item does not have to be held.
- C. A Dealer is not required to make a copy of the acceptable identification obtained from the seller, photograph the seller, or record the seller's thumbprint if the Dealer complies with the following requirements:
1. Conducts each and every acquisition of regulated property by either:

- a. Not tendering payment to the seller for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer; or
 - b. Offering in-store credit that must be used for merchandise only and not redeemed for cash; and
2. Holds each and every item of regulated property for a minimum of fifteen (15) days from the date of acquisition; and
 3. Complies with the remaining requirements set forth in the Section 8.03.090; and
 4. Notifies the Sheriff in writing that each and every acquisition of regulated property will be conducted by not tendering payment to the seller for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer.
- D. A Dealer is not required to make a copy of the acceptable identification obtained from the seller, photograph the seller, or record the seller's thumbprint when the Dealer acquires an item of regulated property on consignment if the Dealer complies with the following requirements:
1. Does not tender payment to the consignor for a minimum of fifteen (15) days after the regulated property is delivered to the Dealer;
 2. Holds each and every item of consigned regulated property for a minimum of fifteen (15) days;
 3. Complies with the remaining requirements in Section 8.03.090.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.100 Tagging Regulated Property for Identification, Sheriff's Inspection

- A. Secondhand Dealer acquiring any regulated property shall affix to such property a tag upon which shall be written a unique number, in legible characters, which shall correspond to the number on the transaction report forms required by Section 8.03.080. After the holding period has expired, the transaction number must remain identifiable on the property until it is sold.
- B. After the applicable holding period has expired, hand tools, or items that are sold with other like items and have no identifiable numbers or markings need not remain tagged.
- C. After the applicable holding period has expired, items that are remanufactured need not remain tagged.
- D. Upon presentation of official identification, the Sheriff may seek permission to enter onto the business premises of any person with a Secondhand Dealer's Permit to ensure compliance with the provisions of this chapter. An inspection shall be for the limited purpose of inspecting any regulated property acquired by the dealer, held by the dealer pursuant to Section 8.03.090, or the records incident thereto. Such inspections shall occur only during normal business hours. The failure to grant permission to the Sheriff for inspection could result in a violation of this chapter.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.110 Prohibited Acts

- A. It shall be unlawful for any principal, employee or Dealer regulated by this chapter to:
1. Receive any property from any person known to the principal, employee or Dealer to be prohibited from selling by a court order or is under the age of eighteen (18) years,
 2. Receive property prohibited by this chapter. Items specifically prohibited from being acquired by Secondhand Dealers include:
 - a. Medications;
 - b. Gift cards, in-store credit cards, or activated phone cards;
 - c. Property with serial numbers, personalized inscriptions or initials or other identifying marks which appear to have been intentionally altered, obliterated, removed, or otherwise rendered illegible;
 - d. Any item that cannot be lawfully possessed pursuant to local, state, or federal law.
 3. Act as a Secondhand Dealer within Clackamas County without a valid Secondhand Dealer's Permit issued by the Sheriff.
 4. Fail to obtain acceptable identification from the person selling any regulated property;
 5. Fail to have the person selling any regulated property sign the transaction report form describing the article acquired;
 6. Fail to retain on the business premises a copy of the transaction report form describing the acquired regulated property for a period of one (1) year from the date of acquisition;
 7. Fail to mail or deliver to the Sheriff at the close of each business day the original and second copy of all transaction report forms ~~and photographs~~ describing regulated property acquired during that business day;
 8. Fail to include on transaction report forms all readily available information required by the form;
 9. Fail to withhold from sale any regulated property for the required holding period after acquisition;
 10. Fail, after acquiring regulated property, to retain the property on the business premises for the required holding period after its acquisition;
 11. Fail to allow inspection by the Sheriff of any regulated property being retained pursuant to this chapter;
 12. Fail to allow inspection by the Sheriff of any records required by this chapter;
 13. Fail to have affixed to any acquired regulated property, during the required holding period, a tag on which is written a number in legible characters which corresponds to the number on the transaction report form required by this chapter;
 14. Continue activities as a Secondhand Dealer after suspension or revocation of a permit.

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- B. Any violation of Section 8.03.110(A) is a County Code violation punishable by a fine in an amount set by resolution of the Board of County Commissioners.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.120 Citation

- A. The Sheriff, upon learning of a violation of Section 8.03.110(A) may issue the Secondhand Dealer a citation. Such citation shall be delivered at the address listed on the permit application during regular business hours to a person who appears to be in charge.
- B. The citation shall list the nature of the violation, and the time and date of the citation. The citation shall also indicate the fine assessed for said violation, which is to be paid to the Sheriff, or appealed within ten (10) days from the date of delivery. Appeal may be taken under the Hearing Officer procedure outlined in Section 8.03.140.
- C. Nothing in this section shall affect the ability of the Sheriff to take any and all actions otherwise authorized to abate any violation.

D. In the event that fines and fees assessed are not paid in full per the guidelines set forth in this chapter, the county reserves the right to assign the debt for collection.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.130 Revocation or Suspension of Permit

- A. The Sheriff may revoke or suspend any permit issued pursuant to this chapter:
1. For any cause which would be grounds for denial of a permit; or
 2. Upon a finding that any violation of the provisions of this chapter, federal, state or other local law has been committed and the violation is connected with the operation of the permitted business location so that the person in charge of the business location knew, or should reasonably have known, that such violations or offenses were permitted to occur at the location by the Dealer or any principal or employee engaged or employed in the management or operation of the business location; or
 3. If lawful inspection has been refused; or
 4. If the Secondhand Dealer's activities cause significant litter, noise, vandalism, vehicular or pedestrian traffic congestion or other locational problems in the area around the Dealer's premises; or
 5. If a fine assessed under this chapter has not been paid to the Sheriff or appealed under Section 8.03.140 within ten (10) days after the date of delivery of a citation; or
 6. If any statement contained in the application for the permit is found to have been false; or
 7. If any Secondhand Dealer fails to meet federal or state licensing requirements.
- B. The Sheriff shall give the permittee written notice of proposed revocation or suspension of any permit issued pursuant to this chapter by causing notice to be served upon the permit holder at the address listed on the permit application. Service of the notice shall be accomplished by either mailing the notice by certified mail, return receipt requested, or by service in the same manner as a summons served in an action at law. Refusal of the

service by the person whose permit is revoked or suspended shall be prima facie evidence of receipt of the notice. Service of the notice upon the person in charge of a business, during its hours of operation shall constitute prima facie evidence of notice to the person holding the permit to operate the business.

- C. Revocation or suspension shall be effective and final ten (10) days after the giving of such notice unless such revocation or suspension is appealed in accordance with Section 8.03.140.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.140 Appeals

- A. Appeals of violations of this chapter will be made to the County Hearings Officer pursuant to Chapter 2.07 of the County Code.
- B. Orders of the Hearings Officer:
 - 1. Every order adverse to a party to the proceeding shall be in writing or stated in the record and may be accompanied by an opinion.
 - 2. Findings of fact and conclusions of law shall accompany a final order. The findings of fact shall consist of a concise statement of the underlying facts supporting the Hearings Officer's order.
 - 3. The Hearings Officer shall notify the appellant and respondent of a final order by delivering or mailing a copy of the order and any accompanying findings and conclusions to the appellant and respondent or, if applicable, their attorney of record. The Hearings Officer shall issue a final order within fourteen (14) days from the conclusion of the hearing.
 - 4. The Hearings Officer shall file all final orders with the Clerk of the Board of County Commissioners. A final order shall become effective five (5) days after it is filed unless a party makes objections to the form of the order within five (5) days of filing and the Hearings Officer subsequently amends the final order.
- C. Enforcement of Hearings Officer Order:
 - 1. Fines and costs are payable upon receipt of the final order declaring the fine and costs. Fines and costs under this chapter are a debt owing to the Sheriff's Office and may be collected in the same manner as any other debt allowed by law.
 - 2. The Sheriff may institute appropriate suit or legal action, in law or equity, in any court of competent jurisdiction to enforce any order of the Hearings Officer, including, but not limited to, an action to obtain judgment for any fine or any assessment for costs imposed pursuant to Sections 8.03.110(B) or 8.03.140(G).
- D. Judicial Review of the final order of the Hearings Officer under this chapter shall be by writ of review as provided in ORS 34.010 – 34.100.

[Adopted by Ord. 02-2011, 9/15/11]

8.03.150 Maintenance of Regulated Business Activity in Violation Declared a Nuisance, Abatement

Any business maintained in violation of the provisions of this chapter is hereby declared to be a public nuisance. The Sheriff is authorized to bring any action or suit to seek imposition of fines

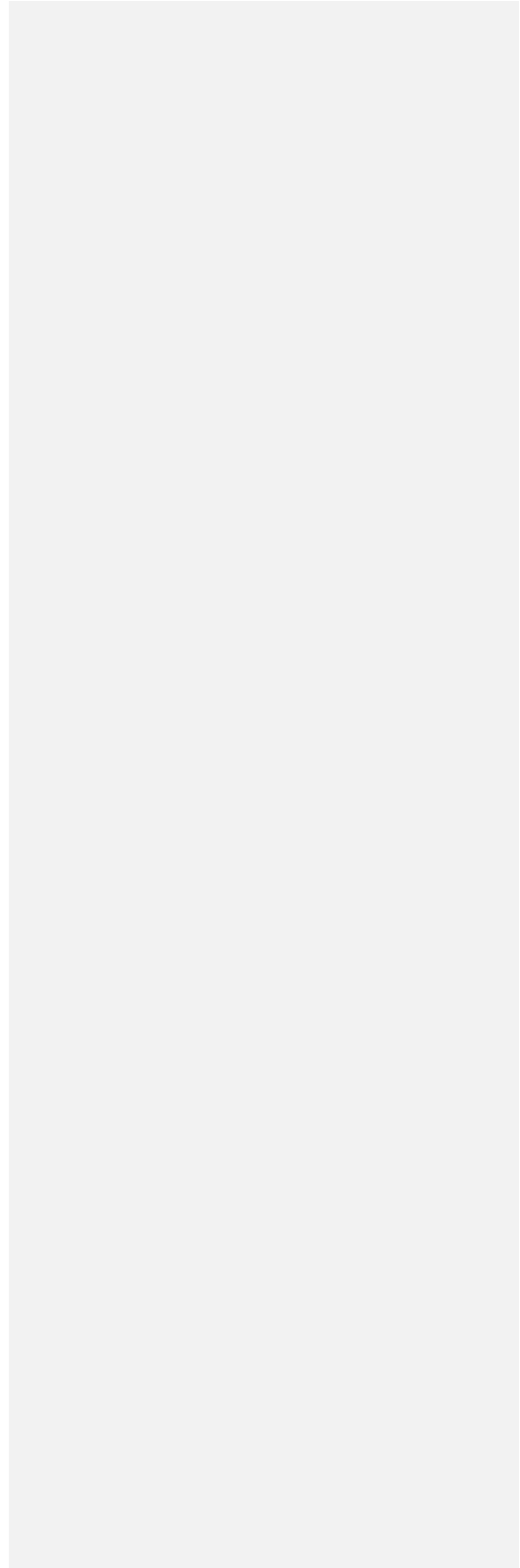
Exhibit A to Ord. ____-2021

for violation of this chapter or to abate such nuisance by seeking injunctive or other appropriate relief to:

- A. Cease all unlawful activities;
- B. Close the unlawful business establishment;
- C. Return property obtained through unlawful activities to the rightful owners; or
- D. Seek such other relief as may be appropriate.

[Adopted by Ord. 02-2011, 9/15/11]

Exhibit A to Ord. ___-2021



July 15, 2021

Board of County Commissioners
 Clackamas County

Members of the Board:

Approval of Interagency Subrecipient Agreement with Friends of the
 Estacada Community Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Friends of the Estacada Community Center to provide Older American Act (OAA) funded services for persons in the Estacada/Eagle Creek area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$156,647. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
DLWation	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10199; Subrecipient #22-004

BACKGROUND:

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

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than Friends of the Estacada Community Center showed an interest in providing these services in the Estacada/Eagle Creek area, so an Interagency Subrecipient agreement with the Friends of the Estacada Community Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

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

Respectfully submitted,


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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Co11tract #: 10199	Division: SS	Subrecipient
Board Order#:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend# \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item **BCC Agenda** **Date:** Thursday, July 15, 2021

CONTRACT WITH: 21-23 Friends of the Estacada Community Center

CONTRACT AMOUNT: \$156,647.00

TYPE of CONTRACT

<input type="checkbox"/> Age11cy Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input type="checkbox"/> Intergovernmental Agreement	<input type="checkbox"/> Property/Rental/Lease
<input checked="" type="checkbox"/> Interagency Services Agreement	<input type="checkbox"/> One Off

DATERIJ.NGE

Full Fiscal Year 7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input checked="" type="checkbox"/> Upon Signature	<input type="checkbox"/> Biennium	-
<input type="checkbox"/> Other	<input type="checkbox"/> 1st 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

BOILERPLATE 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: Andrew Naylor Date Approved: Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: approved via email by B. Durbin

Date: 6/16/21

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

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 Friends of the Estacada Community Center

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/15/2021

PURPOSE OF

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

H3S CONTRACT NUMBER: 10199

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-004**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division - Area Agency on Aging, and **Friends of the Estacada Community Center, Inc.** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County - Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County- Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative Valerie Renteria	Program Representative: Same
Estacada Community Center - Ctr. Mgr. 200 SW Clubhouse Dr., P. O. Box 430 Estacada, OR 97023 503-630-7454 valerie.communit center@gmail.com	Same
DUNS: 96-356-4542	FEIN: 93-1183339

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
- Z This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$156,647**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 - Reporting Requirements and Exhibit 6 - Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$80,729** in grant funds for this Agreement is **OAA** funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit 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 **\$13,475** for transportation services outlined in this agreement are from Elderly and Disabled Transportation funds issued to COUNTY by Ride Connection, Inc. and TriMet and **\$60,043** in Medicaid funds for Medicaid Home

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Delivered Meals is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

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Subrecipient Grant Agreement #22-004

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- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D - *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are "earned." All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
 - c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
 - d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
 - e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
 - f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6- Budget and Units of Services.
 - g. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 - Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 - Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 - Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 - Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344-C/closeout. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 - Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number ("DUNS") as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

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- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U.S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse ("FAC") within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harv.ester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. Criminal Records and Abuse Checks. SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by

- other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. OHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve OHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 - Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUB RECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUB RECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

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15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, Tri Met, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
- ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/

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\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients - Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding - Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage Including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients - Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding - Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional Insured.
- (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients - Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding - the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
- (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
- (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

iv. Notice of Cancellation. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.

v. Insurance Carrier Rating. Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

vi. Certificates of Insurance. As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been **compiled** with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

vii. Primary Coverage Clarification. SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

viii. Cross-Liability Clause. A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.

ix. Waiver of Subrogation. SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.

d. Assignment. This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

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- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

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- I. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Transportation Reaching People, Volunteer Driver Program
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Friends of the Estacada Community Center

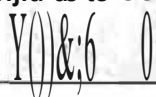
Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Paul Savas
Commissioner: Martha Schrader
Commissioner: Mark Shull

By: 
Jan Gilliland, Board Chair

Signing on Behalf of the Board:

Dated: 06-08-2021

By: -----
Tootie Smith, Chair

Approijid as to Cent:
By: 
Valerie Renteria, Center Manager

Dated: -----

Dated: 0-01> . ?-D:11

Approved to Form:

By: via email by Andrew Naylor
County Counsel

Dated: May 27, 2021

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.

- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
 - i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.

- d. **PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.

- e. **TRANSPORTATION:** Is the service that provides one way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
 - i. Estacada Community Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file - faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will

note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

(3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.

(4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

(1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.

(2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.

(3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.

(4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

f. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Estacada Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science and be approved by County's Contracted Registered Dietitian. Food Service funds may also be used to purchase frozen meals as week-end meals from a County approved provider to ensure compliance with program standards. One unit is one meal served.

g. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Estacada community to enhance visibility and encourage participation. One unit is one meal served.

- h. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- i. **Evidence-based Health & Wellness Program:** The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator ("CSC") assesses clients within two weeks following their request **for** services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients' service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 Monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for Estacada area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
 - (1) outline of presentation
 - (2) copies of flyers, brochures, etc. distributed
 - (3) names and number of people in group presented to

f. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports

- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

g. Food Service

Objective 1: To produce contracted number of second entree option for congregate dinners throughout the contract period.

Elements:

- a. SUBRECIPIENT submits each month's menu to County's contract Registered Dietitian (RD) by the first day of the preceding month unlike a like item is being substituted. "Like for Like" replacements of food items do not require RD approval. Menus must meet the following standards:
 - i. Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - ii. The cycle for the cycle menu system must be at least nine weeks long.
 - iii. A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - iv. Menus should reflect the tastes and appetites of the current elderly population.
 - v. Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - vi. All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - vii. A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - viii. Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of a Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. Contractor must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in the Contractor's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

h. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

i. OAA HOM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

j. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

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2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2013 Ford Aerotech, VIN: 1FDFE4FS8DDAS0893
2. Subrecipient shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by Subrecipient into the Ride Connection vehicle maintenance database at the time service is completed. If Subrecipient is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these funds to SUBRECIPIENT within 21 days of receipt of payment from Ride Connection.

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EXHIBIT 3

Required Federal Terms and Conditions

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

1. **Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
2. **Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. **Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et seq.* (Pub. L 94-163).
- S. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

E. HIPAA Compliance. To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

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SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
- d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

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

8. Drug-Free Workplace. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to OHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify OHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

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

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

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

- a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
- b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart **(B)**.
- c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I
- d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
- e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).

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

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12. Disclosure.

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

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds, For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT4

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. Organization and Authority. SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

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paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, Tri Met, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- a **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- S. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- JO. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

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remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security ("CARES") Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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Exhibit 5
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

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

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HOM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HOM .

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- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

**Exhibit 6
Budget and Units of Service**

I. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 31S(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 31S(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title 111B expenditures and at 25% of the total OAA Title 111E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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Estacado Community Center
 Fiscal Year 2021-22

	OAAIIB	OAAIIC1	OAAIIC2	OAAIIC2	OAAIID	Required	NSIP	Slate	Ride ConnTriMet			TriMet	IEDICAID	OAA	NO.OF	TOTAL	REIMBURSE
	Funds	Funds	Funds	Funds	Funds	Match	Funds	Funds	TnMet	STF Funds	5310 Funds	STFFunds	Funds	Prog Inc	UNITS	COST	LIENRATI
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORD10	16AAORD10	16AAORT3PH	N/A	16AAORNSIP	N/A	Funds	N/A	OR 12	N/A	N/A	N/A	N/A	N/A	N/A
CFDANumber	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	W 8	\$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			9,415					571	1141	9,986	\$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 nonmedical						0						785	1,765		150	2,550	\$17.00
Evidence-based Health & Wellness programming					2,860	0		0							57 Classes	2,860	\$50.00
OM HDM Assessments				1,734		0									80	1,734	\$21.68
Meal S e Mngt. - OAA		24,042	32,277	14,693		6,263								16,450	32,900	93,725	\$2.66
Food Service- Frozen HDM		0	9,225			1,026	3,150								4,500	13,401	\$2.75
S e Purchased Meals - Restaurant		0	0	1,425		0									178	\$1,425	\$8.00
APO Medicaid HOM			(12,360)	(4,007)		(1,374)	(4,027)						60,043		5,110	38,274	\$7.76
TOTALS	\$11,717	\$24,042	\$29,142	\$13,845	\$2,860	\$7,817	(\$877)	\$0	\$9,415	\$1,510	\$2,400	\$785	\$61,808	\$17,112		\$181,576	

Source of OAA Match • Staff time
 CFOA Number 20.513 & Federal Award Number applies to Ride Connection Vehicle Maintenance funds only
 Contract Amount: \$ 156,647
 Federal Award Totals \$ 83,129

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	80.03	1 hour of service	25
Reassurance (OAA)	75	1 contact	50
Information and Assistance (OAA)	151	1 response to inquiry and follow up	45
Community Outreach	4	1 presentation	N/A
Transportation (OAA)	928	1 one-way ride	45
Evidence-based Health & Wellness programming	57	1 class session	13
Transportation (Medicaid non-medical)	150	1 one-way ride	3
Transportation (Ride Connection)	1,324	1 one-way ride	60
Food Service - Frozen HDM's (OAA & NSIP)	4,500	1 meal delivered/served	15
Meal Site Management (OAA)	32,900	1 meal delivered/served	45
OAA HDM Assessment	80	1 Assessment Completed	70
Medicaid Home Delivered Meals	5,110	1 meal delivered/served	16

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EXHIBIT 7

Transportation Reaching People, Volunteer Driver Program Scope of Work, Performance Standards and Guidelines for Service

~ BASIC PROVISIONS ~

Both Parties agree to:

1. Designate and keep current a representative to serve as liaison to the other party.
 2. Conduct business in the best interest of volunteers and clients.
 3. Communicate any issues, concerns and problems to each other in a timely manner.
1. COUNTY, as the Transportation Reaching People program (TRP) agrees to:
 - a. Recruit, interview, background check and enroll volunteer drivers and refer same to SUBRECIPIENT.
 - b. Provide orientation, In-service or special training of volunteers as required by the TRP volunteer driver position.
 - c. Instruct volunteers in proper use of monthly reports, reimbursement guidance, and program procedures.
 - d. Provide training to SUBRECIPIENT staff around documentation of dispatched rides as TRP procedures change or the need arises.
 - e. Develop publicity for the program.
 - f. Furnish accident, personal liability, and excess automobile insurance coverage as required by program policies for the TRP Volunteer Driver. This coverage is secondary coverage to the volunteer driver's own coverage and is not primary insurance.
 - g. Periodically monitor volunteer activities at SUBRECIPIENT to assess and/or discuss needs of volunteers and SUBRECIPIENT.
 - h. May provide volunteer mileage reimbursement directly to the TRP volunteer driver for the assigned and confirmed trips.
 2. SUBRECIPIENT agrees to:
 - a. Interview volunteers who are referred by TRP and make final decision on volunteer driver placement.
 - b. Provide supervision of TRP volunteer drivers and furnish volunteers with dispatch sheets and/or Monthly Volunteer Mileage Reimbursement claim forms as appropriate.
 - c. Provide for adequate safety of volunteers during assignments.
 - d. Investigate and immediately report to TRP any incident, accident or injury involving TRP volunteer drivers. All reports must be submitted in writing.
 - e. Sign Monthly Volunteer Mileage Reimbursement claim forms which should also indicate hours of

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service and send to TRP office by the 5th of each month.

- a. Volunteers must use current TRP forms. It is the Volunteers responsibility to insure they use the current TRP reporting forms
- f. If SUBRECIPIENT collects rider donations from TRP volunteer drivers; SUBRECIPIENT will document this as program income for COUNTY's Transportation Reaching People (TRP) program and will be handled as such. Program income shall be forwarded to COUNTY, at a minimum, monthly.

.. ADDITIONAL PROVISIONS ,

1. Inclusivity: SUBRECIPIENT will not discriminate against TRP volunteers or in the operation of its program on the basis of race, color, national origin, sex, age, political affiliation, religion, or disability, if the volunteer is an otherwise qualified individual.
2. Accessibility: SUBRECIPIENT will provide reasonable accommodation to allow persons with disabilities to participate in programs to which volunteers are assigned.
3. Prohibited Activities: TRP will not refer volunteers for (1) partisan political activities, (2) religious activities, (3) a position for which pay is available or which supplants a paid employee.
4. Removal or Separation: SUBRECIPIENT may request the removal of a volunteer at any time. A volunteer may withdraw from service at SUBRECIPIENT or from TRP at any time. Discussion of individual separations will occur between TRP staff, SUBRECIPIENT staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including another placement. Clackamas County Social Services has a grievance policy that may be used by volunteers or SUBRECIPIENT at any time.

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EXHIBITS
CONGRESSIONAL LOBBYING CERTIFICATE

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, Friends of the Estacada Community Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 11/11/11

Company Name: Friends of the Estacada Community Center

Signature: *Jan Gilliland*

Name: Jan Gilliland

Title: Board Chair

EXHIBIT9
CENTER RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:
Complaints may be brought verbally or in writing to the attention of the Center Director or the Board of Directors. All complaints will be discussed and a resolution made if possible.
2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:
Center has no official procedure
3. Describe SUBRECIPIENT's operating procedures (use space provided only):
 - a. Hours of Operation: From 8:30 a.m. To 4:30 p.m.
Total hours per day: 8 hrs
Total hours per week: 40 hrs
 - b. Official Closures:
New Year's Day (January 1st)
Martin Luther King's Birthday (3rd Monday in January)
President's Day (3rd Monday in February)
Memorial Day (Last Monday in May)
Independence Day
Labor Day (First Monday in September)
Veteran's Day (November 11th or closest Monday/Friday if falls on a weekend)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)
4. Please describe the boundaries of the area for which a person propose to provide services.
Estacada area including Barton, Eagle Creek, Springwater, George, Dodge, Porter, Damascus and Garfield. Boundaries:
Northern - Hwy 212
Western - Springwater to Matton to Fellows Rd. to Highland Rd.
Southern - Communities of Shibly and Dodge
Eastern - Communities of George and Porter and Western boundary of Oregon Trail School District (Sandy)
5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Center Manager (1 FTE)

Kitchen Staff (0.8 FTE)

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Center Assistant (0.75 FTE)

Bus Drivers (0.6 FTE)

Janitor (0.25 FTE)

6. Describe methods for providing information about services.

Newsletter, newspaper, client services coordinator, announcements at lunch

7. List the services provided and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake, and record keeping procedures).

The contracted services of reassurance, case management, and information and assistance are being provided by the Client Services Coordinator/Office Manager and the Center Director. Transportation services are provided by the Center. Community awareness occurs through the monthly newsletter, local newspaper, word of mouth and speaking to civic groups and churches. Daily logs are kept to track all client contacts. Monthly and quarterly reports track all statistical information

8. Briefly, describe methods for providing legal services.

Volunteer attorney provides 1/2 hour consultation at no cost to seniors, whenever needed, either at the Center or at his office.

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride

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without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of **July 1, 2021** ("Effective Date") by and between **Clackamas County Health, Housing and Human Services, Social Services Division** ("Covered Entity") and **Friends of Estacada Community Center; DBA: Estacada Community Center** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPM Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I- DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPM Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPM Rules, including, but not limited to 45 CFR §164.501.

- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.
- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(9).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPM Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION 11- OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III - THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement,

provided that such use or disclosure would not violate the HIPM Rules if done by the Covered Entity; and,

3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV - NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V - BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:

- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
- b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
 - 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. By a method of notification that meets the requirements of 45 CFR §164.404(d).
 - d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.
- 5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI - TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate

Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII - GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "Indemnified Party," against all actual and direct losses suffered by the Indemnified Party and all

liability to third parties arising from or in connection with Business Associate's breach of Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
Friends of Estacada Community Center
DBA: Estacada Community Center

Covered Entity:
Clackamas County

By: *Jan Gilliland*
Jan Gilliland

By: -----
Rodney A Cook

Title: Board Chair

Title: Director, H3S

Date: *06-08-2021*

Date: -----

July 15, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #159475, Amendment 03 with the State of Oregon, Department of Human Services, Aging and People with Disabilities Division for the Provision of the Oregon Money Management Program in Clackamas County

Purpose/Outcomes	Social Services-Money Management Program will continue to provide money management services to seniors and people with disabilities.
Dollar Amount and Fiscal Impact	The total agreement is \$650,832.49. Funded by State General Funds designated for the Oregon Money Management Program (OMMP).
Funding Source	State of Oregon. No County General Funds are involved
Duration	July 31, 2019 through June 30, 2022
Previous Board Action	071119-A3, 061021-A3
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. Date of Counsel review: 6/21/21 2. Initials of County Counsel performing review: KR
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	9351

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services requests the approval of Agreement #159475, Amendment 03 with the State of Oregon, Department of Human Services, Aging and People with Disabilities for Oregon Money Management Program services. The Oregon Money Management Program (OMMP) is a protective service for seniors and disabled adults who need help managing their finances. This promotes independent living, and helps prevent homelessness and unnecessary institutionalization or guardianship. This service is offered free of charge to eligible individuals. OMMP staff train community volunteers to become Representative Payees and Bill Payers to support the financial needs of clients enrolled in other programs, including Mental Health and Developmental Disabilities. These volunteers work to ensure that the client's public benefits, such as Social Security and Supplemental Security Income (SSI), are used for high priority client needs like shelter, health and food. OMMP clients are referred by their case managers to receive money management services.

This agreement extends the term of the agreement to include FY2021-22 and adds \$192,782.49 in funding for the new fiscal year. This amendment increases the maximum funding from \$458,050 to \$650,832.49; the new term date of the agreement is June 30, 2022. This amendment was reviewed and approved by County Counsel on June 21, 2021.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Roubicek for Rodney A. Cook". The signature is written in a cursive style. The word "for" is written in a smaller, more compact script between "Roubicek" and "Rodney".

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9351	Division:	SS
Board Order #:		Contact:	Reid, Stefanie
		Program Contact:	Orner, Lois
		<input type="checkbox"/> Subrecipient	
		<input checked="" type="checkbox"/> Revenue	
		<input checked="" type="checkbox"/> Amend #	3 \$ \$192,782.49
		<input type="checkbox"/> Procurement Verified	
		<input type="checkbox"/> Aggregate Total Verified	

Non BCC Item BCC Agenda **Date:** Thursday, July 22, 2021

CONTRACT WITH: 19-21 State of Oregon, #159475-0 DHS-APD-OMMP

CONTRACT AMOUNT: \$650,832.49

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" 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	7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year	-
<input type="checkbox"/> Upon Signature	-	<input type="checkbox"/> Biennium	-
<input type="checkbox"/> Other	-	<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: Monday, June 21, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin

Digitally signed by Brenda Durbin
Date: 2021.06.21 14:41:31 -0700

Date: _____

H3S Admin Only	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 State of Oregon, #159475-0 DHS-APD-OMMP

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/22/2021

PURPOSE OF

CONTRACT/AGREEMENT: This is the funding agreement for the Oregon Money Management Program.

This amendment extends the term and adds additional funding for the extention.

H3S CONTRACT NUMBER: 9351



Agreement Number 159475

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This is amendment number **03** to Agreement Number **159475** between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “**ODHS**” and

**Clackamas County
by and through its Social Services Division
Attn: Brenda Durbin
2051 Kaen Road, POB 2950
Oregon City, Oregon 97045
503.655.8640**

brendadur@clackamas.us and stefanierci@clackamas.us

hereinafter referred to as “**County**.”

1. This amendment, when fully executed by every party, shall become effective on the date this amendment has been approved by the Department of Justice or on **July 1, 2021**, whichever date is later, regardless of the date of execution by every party.
2. The Agreement is hereby amended as follows; language to be deleted is ~~struck through~~ and new language is shown **underlined and bold**:
 - a. Section 1. Effective Date and Duration as follows:

This Agreement, when fully executed by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or on July 1, 2019, whichever date is later, regardless of the date of execution by every party. Unless extended or terminated earlier in accordance with its terms, this

Agreement shall expire on June 30, ~~2022~~ 2024. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by County that has not been cured.

- b. Section 3. Consideration, subsection a only as follows:
 - a. The maximum, not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$650,832.49~~ \$458,050.00. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work until this Agreement has been signed by all parties.

3. Certification. Without limiting the generality of the foregoing, by signature on this Agreement amendment, County hereby certifies under penalty of perjury that:

- a. County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
- b. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- c. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- d. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- e. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/SAM>;
- f. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.

- g.** County hereby certifies that the FEIN provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.

4. **County Data.** This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1). **PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): Clackamas, County of

Street address: 2051 Kaen Road

City, state, zip code: Oregon City, OR 97045

Email address: stefanierei@clackamas.us

Telephone: (503) 655-8330 Facsimile: (503) 655-8889

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement Amendment. All insurance listed herein must be in effect prior to amendment execution. If County is self-insured for any of the Insurance Requirements specified in Exhibit C of this Agreement, County may so indicate by: (i) writing "Self-Insured" on the appropriate line(s); and (ii) submitting a certificate of insurance as required in Exhibit C.

General Commercial Insurance Company: Self-insured pool in accordance with provisions of ORS30.272 and ORS 656.403
Policy #: _____ Expiration Date: _____

Workers' Compensation Insurance Company: Self-insured pool in accordance with provisions of ORS30.272 and ORS 656.403
Policy #: _____ Expiration Date: _____

5. **Signatures.**

**Clackamas County
by and through its Social Services Division**

Authorized Signature
Chair, Board of County Commissioners
Title

Tootie Smith
Printed Name

Date

State of Oregon acting by and through its Oregon Department of Human Services by:

Authorized Signature

Title

Printed Name

Date

Approved for Legal Sufficiency:

Approved via e-mail by Jeffrey J. Wahl, Assistant Attorney General June 16, 2021
Department of Justice Date

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of
Wilsonville/Wilsonville Community Center to Provide Social Services for
Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$118,410. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services.
Funding Source	The Older American Act (OAA) funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. Date of Counsel review: 5/27/21 2. Initials of County Counsel performing review: AN
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10204; Subrecipient #22-010

BACKGROUND:

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

Page 2 – Staff Report: H3S#10204
July 15, 2021

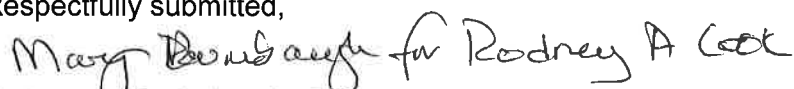
In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Wilsonville/Wilsonville Community Center showed an interest in providing these services in the Wilsonville service area, so an Intergovernmental Subrecipient agreement with the City of Wilsonville/Wilsonville Community Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in black ink that reads "Rodney A. Cook" with a flourish at the end.

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10204	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 22, 2021

CONTRACT WITH: 21-23 CityofWilsonville-Wilsonville Community Center

CONTRACT AMOUNT: \$118,410.00

TYPE OF CONTRACT

<input type="checkbox"/> Agency Service Contract	<input type="checkbox"/> Memo of Understanding/Agreement
<input type="checkbox"/> Construction Agreement	<input type="checkbox"/> Professional, Technical & Personal Services
<input checked="" 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 7/1/2021 - 6/30/2022	<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? -

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: Andrew Naylor Date Approved: Thursday, May 27, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: Brenda Durbin Digitally signed by Brenda Durbin
Date: 2021.06.21 14:39:53 -0700

Date: _____

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

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 CityofWilsonville-Wilsonville Community Cente

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/22/2021

PURPOSE OF

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

H3S CONTRACT NUMBER: 10204

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-010**

This Agreement is between Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and City of Wilsonville by and for its Wilsonville Community Center ("SUBRECIPIENT"), a Municipal Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: <i>Keith Katko</i>	Program Representative: <i>Brian Stevenson</i>
Finance Operations Mgr. City of Wilsonville 29799 SW Town Center Loop E Wilsonville, OR 97070 503-570-1516 katko@ci.wilsonville.or.us	Center Program Manager Wilsonville Community Center 30000 SW Town Center Loop E Wilsonville, OR 97070 503-682-3727 stevenson@ci.wilsonville.or.us
FEIN: 93-0580494	DUNS: 00-825-3827

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof . Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$118,410**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$118,410** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit.
- 5. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."

 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or "deferred" until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as

the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.

- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit

requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. **Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.

- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**
 - i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review

Board rules, which are incorporated by reference herein.

- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (“RFP”) for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY’s next fiscal year, COUNTY’s obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney’s and expert fees) arising from or related to (1) SUBRECIPIENT’S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT’S negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT’S control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT’S actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. (“Ride Connection”) its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney’s fees resulting from or arising

out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

- ii. **Non-Medical rides for Medicaid clients funds**: SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.

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

- i. **Commercial General Liability**. SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- i. **Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

- ii. **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- ii. **Commercial Automobile Liability**. If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

- (a) **Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients** – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

- (b) **Required for Ride Connection/Tri-Met Transportation Funding** – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.

- viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.

- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Required Federal Terms and Conditions
- Exhibit 3 Subrecipient Standard Terms and Conditions
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 Congressional Lobbying Certificate
- Exhibit 7 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:


By: _____
County Counsel

**City of Wilsonville
Wilsonville Community Center**

By: 

Bryan Cosgrove, City Manager

Dated: _____

Approved as to Content:
By: 

Brian Stevenson, Center Program Manager

Dated: 6/19/21

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact.
- c. **INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:

City of Wilsonville – Wilsonville Community Center

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- i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. **TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- e. **FOOD SERVICE:** Is the production of meals for the congregate and home delivered meal recipients of the Wilsonville Community Center. Each meal must contain at least one-third of the Recommended Dietary Allowance (RDA) as established by the Food and Nutrition Board, National Research Council - National Academy of Science. A unit is one meal prepared and served, delivered, or a HDM "late-cancel."
- f. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Wilsonville community to enhance visibility and encourage participation. One unit is one meal served.
- g. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.
- h. **Evidence-based Health & Wellness Program** – The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for Clackamas County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (“CSC”) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients’ service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT CSC assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's Information & Referral (I&R) program to SUBRECIPIENT Information & Assistance (I&A) staff.
- ii. County will notify SUBRECIPIENT's I&A Specialist of "Networking" I&R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I&A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I&A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with COUNTY I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for COUNTY 's Community Resources Guide, initiate notification to County 's I&R program regarding any changes to SUBRECIPIENT programs, and notify County 's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to COUNTY I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Food Service

Objective 1: To produce and deliver contracted number of meals to specified County sites throughout the contract period.

Elements:

- i. SUBRECIPIENT submits each month's menu to COUNTY's contract Registered Dietitian (RD) by the first day of the preceding month. Menus must meet the following standards:
 - (1) Each meal must contain at least 1/3 of the Dietary Reference Intakes (DRI) as established by the Food and Nutrition Board, National Research Council - National Academy of Science, for Male 70+ or Female 70+, whichever is greater. (Milk is part of Site Management.) Nutrition providers are strongly encouraged to use computerized nutrient analysis to assure meals are in compliance with nutritional requirements.
 - (2) The cycle for the cycle menu system must be at least nine weeks long.
 - (3) A Registered Dietitian (RD) must review and sign the menus to certify that they meet the one-third RDI. They should also incorporate the whole grains, fruits, vegetables and low-fat dairy products that meet the current Dietary Guidelines for Americans; specifically persons 70 years of age and older.
 - (4) Menus should reflect the tastes and appetites of the current elderly population.
 - (5) Menus should incorporate a variety of foods and preparation methods with contrasts in color, texture, sizes, shapes, and flavors. Food items should not be repeated two days in a row, or on same day of consecutive weeks. Menus should reflect seasonal availability of fresh fruits and vegetables.
 - (6) All items must be specifically identified in the menu. Listing such things as "Fruit in Season", "Vegetable" or "Cookie" does not provide enough information. Each menu item should be easily identified by its name.
 - (7) A special meal should be planned for major holidays, such as Thanksgiving and Christmas. These meal dates will be coordinated with meal site staff. A special food and/or meal planned for lesser holidays, such as Valentine's Day and Mother's Day would also be encouraged.
 - (8) Menus should be served as written and approved. If changes are necessary, they must be of comparable nutrient value. Each change is to be recorded on the working and/or file copy of the menu and initialed and dated by a supervisor. Updated menu must be posted for meal participant's information.

Objective 2: To provide Special Diet Meals to meet participants' needs. Menus shall be planned and meals available for the modified diets listed below:

Elements:

- i. Uncalculated Diabetic. Eliminates items high in sugar by substituting products or recipes that use artificial sweeteners. The carbohydrate content of the meal should represent approximately 50% of the total calories.
- ii. Moderate Sodium Restricted. Eliminates menu items or foods that are naturally high in sodium (not to exceed 1.2 grams per meal).
- iii. Low Cholesterol. Eliminates menu items or foods that are naturally high in cholesterol and/or fat (not to exceed 100 mg per meal).

Objective 3: To use standardized recipes and portion control.

Elements:

- i. Recipes used by SUBRECIPIENT should be adapted to the requirements of an OAA Title III Senior Nutrition meal.
- ii. Recipes should be standardized for the kitchen, equipment, ingredients, and skills of personnel using them.
- iii. Recipes should be adjusted for yield based on portion size and the number of people being served that particular meal.
- iv. Food service employees must understand and be able to use standardized recipes and produce standard portions.

Objective 4: To procure food from sources that comply with all federal, state and local laws that relate to food production, manufacturing, packaging and labeling. Donated food that meets the above standards may be used.

Objective 5: To comply with all federal, state and local laws and regulations pertaining to sanitation requirements and practices in food production, storage, transportation, and service.

Elements:

- i. A sanitation inspection by a Registered Sanitarian from the State Health Division or local health department is required every six months.
- ii. A copy of each inspection report is to be mailed to County within five working days of receipt, along with a written plan (including timelines) of any required corrective action.
- iii. SUBRECIPIENT must establish and use sanitary procedures for packaging and transporting food from kitchen for home delivered meals. This will include procedures for maintaining proper temperatures and cleaning and sanitizing all transport equipment.
- iv. Food temperatures shall be taken and recorded as the food is panned to leave the production area for transport. Records of these temperature checks shall be maintained in SUBRECIPIENT 's files.

- v. Oregon Nutrition Program Standards and Oregon Administrative Rules, Chapter 333, Food Sanitation Rules must be followed.

Objective 6: To employ qualified, trained personnel to assure satisfactory performance.

Elements:

- i. SUBRECIPIENT must have at least one employee in the kitchen who has completed a community college-level food service sanitation course.
- ii. SUBRECIPIENT must have a new employee orientation.
- iii. SUBRECIPIENT must have a training plan that includes training for employees and supervisory staff.

f. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to or less than the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Wilsonville Community Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc..

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the mea

g. OAA HDM Assessment

Objective: To determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals

Elements:

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

h. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

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Exhibit 2

Required Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
- d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

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

8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

- purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.
9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
 10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
 11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

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

13. Federal Intellectual Property Rights Notice. The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:

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- i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 3

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any

provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:

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- i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
 - b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
 - c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
 - d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.
- 6. **Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
12. **Major Disaster Declaration number DR4499OR Agreement Provisions.** County is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. County intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus

Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and Contractor shall provide to County timely reports that provide enough detail to County's reasonable satisfaction in order to obtain federal reimbursement.

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**Exhibit 4
Reporting Requirements**

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Additional financial reports for the administration of this contract, as required by COUNTY.

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

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 5 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .
- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.

- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. SUBRECIPIENT shall submit copies of the State Adults and People with Disabilities (APD) Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the Aging & Disabilities Service (ADS) Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

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**Exhibit 5
Budget and Units of Service**

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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1. UNIT COST SCHEDULE

Fiscal Year 2021-22

Federal Award Numbers	OAA III B	OAA III C1	OAA III C2	OAA III C2	OAA III D	OAA	NSIP	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSEMENT RATE
	Funds	Funds	Funds	Funds	Funds	Funds	Funds					
CFDA Number	16A40RT3SS 93,044	16A40RT3C1 93,045	16A40RT3C2 93,045	16A40RT3C2 93,045	16A40RT3D 93,043	16A40RT3PH N/A	16A40RNSIP 93,053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
Case Management	\$2,106					234				73.02	\$2,340	\$28.84
Reassurance	\$1,894					211				66.85	\$2,105	\$28.33
Info. & Assistance	\$1,460					162				65	\$1,622	\$22.46
Transportation	\$5,371					597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/FALLS PREVENTION						0				38.1	\$2,860	\$32.87
OAA HDM Assessments				2884		0				100	\$2,884	\$28.84
OAA NSIP Food Service		\$28,601	\$15,187	\$5,404		4,869	\$13,819		\$20,410	21,260	\$88,289	\$2.96
OAA Meal Site Mngt.		\$21,788	\$11,570	\$4,116		3,709				21,260	\$41,184	\$1.76
Site Purchased Meals - Restaurant				\$1,350		N/A				169	\$1,350	\$7.99
CSBG CARES - Under 60 HDM						0				0	\$0	
TOTALS	\$10,831	\$50,389	\$26,757	\$13,754	\$2,860	\$9,783	\$13,819	\$0	\$20,410		\$148,603	

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

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: \$118,410

Federal Award Total \$ 118,410

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	73	1 hour of service	485
Reassurance (OAA)	67	1 contact	45
Information and Assistance (OAA)	65	1 response to inquiry and follow up	50
Transportation (OAA)	1,343	1 one-way ride	200
Evidence-based Health & Wellness Program	38	1 class	20
Food Service/Meal Site Management (OAA)	21,260	1 meal delivered/served	350
OAA HDM Assessment	100	1 Assessment Completed	85

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**EXHIBIT 6
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, City of Wilsonville/Wilsonville Community Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: _____

Company Name: City of Wilsonville/Wilsonville Community Center

Signature: 
Name: Brian Cosgrove
Title: City Manager

EXHIBIT 7
NOFO RESPONSE SECTION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

Complaints may be brought verbally or in writing to the attention of the Center Director or the Senior Advisory Board. All complaints will be discussed and a resolution made if possible. If complainant is not satisfied with results, a citizen's concern form may be obtained from City Hall. Once a citizen's concern form is filed it is routed to both the department and City Manager. An attempt to resolve the problem will occur as soon as possible.

2. Describe your organization's procedure for prioritizing services for the target population of frail, low-income, minority, rural residents age 60 and older:

No official procedure.

3. Describe your agency's operating procedures (use space provided only):

- a. Hours of Operation: Mon-Fri From 8:00 a.m. To 5:00 p.m.

Total hours per day: 9 hrs

Total hours per week: 45 hrs

- b. Official Closures:

New Year's Day, January 1

Martin Luther King, Jr. Day - 3rd Monday in January

President's Day, third Monday in February

Memorial Day, last Monday in May

Independence Day, Fourth of July

Labor Day, first Monday in September

Veterans' Day, November 11

Thanksgiving, fourth Thursday in November and the day after

Christmas, December 25

4. Please describe the boundaries of the area for which a person propose to provide services.

North: Washington County Line east to Stafford Road to Shaffer Road

East: Shaffer Road to Pete's Mountain Road to Hoffman Road to Mountain Road to Willamette River, West to Molalla River to Pudding River to Marion County Line

South: Marion County Line

West: Yamhill County Line

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Parks & Recreation Director - 1 FTE
Recreation Programs Manager – 1 FTE
Information and Referral Specialist - .5 FTE
Fitness Specialist- .8 FTE
Nutrition Coordinator I - .8 FTE
Nutrition Coordinator II - .5 FTE
Administrative Specialist I - 1 FTE
Administrative Specialist II – 1 FTE

6. Describe methods for providing information about services.

Newsletter, newspaper, client services coordinator, lunchtime announcements, website, outreach presentations in community by Recreation Programs Manager, mailing brochures to seniors in service area.

7. List the services you will be providing and include the strategies and methods for conducting these services (i.e. staff time, volunteers used, method of community awareness, intake procedures, and description of record keeping procedures).

The contracted services of assessment, case monitoring, and information and assistance are being provided by the information and referral specialist. Transportation services are provided by City Transit. Community awareness occurs through the monthly newsletter, local newspaper, word of mouth and speaking to civic groups and churches. Daily logs are kept to track all client contacts. Monthly and quarterly reports track all statistical information.

8. Briefly, describe your methods for providing legal services.

1. Volunteer attorney conducts 15-minute legal consultation appointments once per month.

GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center, or SUBRECIPIENT, responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

City of Wilsonville – Wilsonville Community Center

Subrecipient Grant Agreement #22-010

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Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into as of **July 1, 2021** ("Effective Date") by and between **Clackamas County Health, Housing and Human Services, Social Services Division** ("Covered Entity") and **City of Wilsonville; Wilsonville Community Center** ("Business Associate") in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations ("HIPAA").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate, as defined under 45 CFR §160.103, for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose Individually Identifiable Health Information to the Business Associate in the performance of services for or on behalf of the Covered Entity as described in a Services Agreement ("Agreement");

Whereas, such information may be Protected Health Information ("PHI") as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Business Associate Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

SECTION I – DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of Unsecured PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
 - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an Workforce member's course and scope of employment or placement;
 - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate Work force members; and
 - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.4 "Effective Date" shall be the Effective Date of this Business Associate Agreement.

- 1.5 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate creates, receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.6 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.7 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.8 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.9 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.10 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, 45 CFR §160.103 and §164.501.
- 1.11 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created, maintained, transmitted or received by Business Associate on Covered Entity's behalf.
- 1.12 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.13 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.14 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.15 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in accordance with 45 CFR §164.402.
- 1.16 Workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity or Business Associate, whether or not they are paid by the Covered Entity or Business Associate.

SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To immediately report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR §164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528;
- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this

Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR §164.528;

- 2.11 That if it creates, receives, maintains, or transmits any Electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) to whom it provides such Electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.13 To promptly notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 10 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach in addition to the information required in Section V. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR §164.404(c); and
- 2.14 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,

3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
- b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

4.1 If requested, the Covered Entity shall provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice. Covered Entity shall (a) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (b) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (c) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412. This notice shall be:

- a. Without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.
- b. In plain language including and to the extent possible:
 - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth,

home address, account number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
- 4) A brief description of what the Covered Entity and/or Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and,
- 5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

c. By a method of notification that meets the requirements of 45 CFR §164.404(d).

d. Provided to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

5.2. Business Associate shall promptly provide any information requested by Covered Entity to provide the information described in Section 5.1.

SECTION VI – TERM AND TERMINATION

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI created, maintained, transmitted or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not reasonably possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement and the Services Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately

terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

6.3 Effect of Termination.

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created, maintained or received by the Business Associate on behalf of the Covered Entity and retain no copies. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 **Regulatory references.** A reference in this Business Associate Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Business Associate Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy of personal information about Individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time. All amendments must be in writing and signed by both Parties.
- 7.4 **Indemnification by Business Associate.** Business Associate agrees to indemnify, defend and hold harmless the Covered Entity and its commissioners, employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as “Indemnified Party,” against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s breach of

Sections II and III of this Business Associate Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results for Business Associate's breach hereunder. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement for any reason.

- 7.5 **Survival.** The respective rights and obligations of Business Associate under Section II of this Business Associate Agreement shall survive the termination of the Services Agreement and this Business Associate Agreement.
- 7.6 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

[Signature Page Follows]

The Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Business Associate
City of Wilsonville;
Wilsonville Community Center

Covered Entity:
Clackamas County

By: 
Bryan Cosgrove

By: _____
Rodney A. Cook

Title: City Manager

Title: Director, H3S

Date: _____

Date: _____

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with Legal Aid
Services of Oregon to Provide Housing Rights and Referral and Legal
Assistance for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the Legal Aid Services of Oregon to provide Community Development Block Grant (CDBG) and Older American Act (OAA) funded services for residents of Clackamas County.
Dollar Amount and Fiscal Impact	The maximum agreement is \$81,197. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, Community Services and Supports and the County's agreement with HUD.
Funding Source	Community Development Block Grant (CDBG) & Older American Act (OAA) - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. <i>Date of Counsel review: 5/27/21</i> 2. <i>Initials of County Counsel performing review: AN</i>
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10209; Subrecipient #22-007

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with Legal Aid Services of Oregon (LASO) to provide Housing Rights and Resources services funded by Community Development Block Grant (CDBG) funds and Legal Assistance Services for older adults and family caregivers funded by Older Americans Act (OAA) funded services for residents of the County. These services link residents with resources to meet their individual needs.

Page 2 – Staff Report: H3S#10209
July 15, 2021

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act funded legal services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than LASO showed an interest in providing legal services in the County, so an Interagency Subrecipient agreement with the LASO was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

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

Respectfully submitted,


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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10209	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Silver, Erika	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: 21-23 Legal Aid Services of Oregon

CONTRACT AMOUNT: \$81,197.00

TYPE OF CONTRACT

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

DATE RANGE

- | | |
|--|---|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" 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? - |

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: Andrew Naylor Date Approved: Thursday, May 27, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

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

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 Legal Aid Services of Oregon

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/15/2021

PURPOSE OF

CONTRACT/AGREEMENT: Contract for the provision of OAA Services (\$22,906)
and legal aid services for homeless prevention
(\$62,316)

H3S CONTRACT NUMBER: 10209

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-007**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **Legal Aid Services of Oregon** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Michael Malusevic	Program Representative: Julia Olsen
520 SW Sixth Ave., Ste. 700 Portland, OR 97204 503-224-4086 Michael.malusevic@lasoregon.org	520 SW Sixth Ave., Ste. 700 Portland, OR 97204 503-224-1086 julia.olsen@lasoregon.org
DUNS: 802745208	

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
4. **Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Domestic Assistance ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$81,197**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.
 - a. **Grant Funds.** COUNTY's funding for this Agreement is the **Community Development Block Grant for Entitlement Communities (\$62,316; CFDA 14.218)** issued to COUNTY by the U.S. Department of Housing and Urban Development ("HUD"); and COUNTY's funding for grant funds in this Agreement is the **Older Americans Act (\$15,881, CFDA 93.044; \$3,000, CFDA 93.052)**
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
- a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
- a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.
- 10. Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are

“earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT,

pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.

- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR

200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.

- r. **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.
- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request

County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.

- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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

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

i. Confidentiality of Client Information.

- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a

proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.

- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.
- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability

Insurance covering bodily injury and property damage on an “occurrence” form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers’ Compensation, and Personal Automobile Liability, shall include “Clackamas County, its agents, elected officials, officers, and employees” as an additional insured.
- (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and

(iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
 - v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid,

certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- g. Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

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This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1: CDBG Scope of Work & Performance Standards
- Exhibit 2: CDBG Reporting Requirements
- Exhibit 3: OAA Scope of Work & Performance Standards
- Exhibit 4: OAA Reporting Requirements
- Exhibit 5: Required Federal Terms and Conditions
- Exhibit 6: Subrecipient Standard Terms and Conditions
- Exhibit 7: Lobbying and Litigation Certificate

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Legal Aid Services of Oregon

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

By:  _____
Julia Olsen, Regional Director

Signing on Behalf of the Board:

Dated: 5/28/21

By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By: approved via email by Andrew Naylor Dated: 5/27/2021
County Counsel

EXHIBIT 1
CDBG SCOPE OF WORK AND PERFORMANCE STANDARDS

1. **SCOPE OF WORK:** To achieve the objectives outlined in Section 2 below, the Clackamas County Social Services Division (“CCSSD”) Fair Housing Program staff and SUBRECIPIENT shall perform the activities listed below:
 - a. Operate a fair housing information and referral service during normal working hours which will serve as a primary contact point for low and moderate income persons residing or wishing to reside in Clackamas County who are seeking assistance with fair housing issues, information about affordable housing, homeless prevention services, landlord/tenant disputes rental assistance, and emergency housing needs.
 - b. Develop and distribute documents related to fair housing laws and issues, landlord/tenant disputes, and the eviction process, in English and various translations for use by non-English speakers. Assist landlords and tenants involved in the eviction process.
 - c. Disseminate information on the Clackamas County Rental Rehabilitation Loan Program to minority and low and moderate-income persons seeking affordable housing.
 - d. Provide or secure fair housing services that include:
 - i. legal representation for persons whose housing rights have been violated,
 - ii. consultation regarding the development of a fair housing policy and plan,
 - iii. development of any additional collateral materials to be used to educate professionals in housing-related professions,
 - iv. schedule and conduct a variety of training sessions for professionals in housing-related arenas,
 - v. assistance with systems advocacy issues
 - vi. testing services in response to specific housing discrimination complaints and,
 - vii. providing of testing results to a legal services provider.
 - e. Conduct a minimum of four training sessions with a variety of social service providers in Clackamas County, which deal with low and moderate-income persons' housing needs. Work closely with the social service agencies, in-house housing programs and shelters in Clackamas County to assure that clients with fair housing problems are referred for information and assistance. Provide technical assistance to agencies in the area of fair housing laws and regulations, housing counseling, and information and referral. Publicize the fair housing program to the community at every available opportunity. Provide training on Reasonable Accommodations under the Fair Housing Law for individuals with disabilities, landlords, and other housing providers.
 - f. Develop and distribute a minimum of 500 pieces of literature to social service providers, landlords, and clients which describe fair housing laws and regulations and housing resources available to low and moderate income persons in Clackamas County.
 - g. Prepare and submit to CCSSD, on a quarterly basis progress, reports that detail the activities of the Fair Housing Program and an annual summary report. See QUARTERLY PERFORMANCE REPORT – SAMPLE included in Exhibit 2.
 - h. Work cooperatively with the fair housing programs in Multnomah and Washington Counties on regional education and planning efforts, as well as on individual fair housing cases. Work with

the Fair Housing Council to assure that fair housing testing is provided in Clackamas County when appropriate.

- i. Maintain an ongoing working relationship with the State of Oregon Civil Rights Division, U.S. Department of Housing and Urban Development, and Oregon Legal Services Corporation in order to promote fair housing rights. Assist clients with filling out and filing HUD discrimination complaint forms. Provide information to landlords regarding their rights and obligations under the fair housing law. Provide assistance to persons seeking help in securing their rights under the Civil Rights Act of 1964, Title VII, and the Fair Housing Amendments Act of 1988.
- j. Provide bilingual staff on a part-time basis to provide fair housing services to Spanish speaking residents of Clackamas County.
- k. Serve on the nomination committees for Janssen Street Transitional Housing and Jackson Place Transitional Housing Program.
- l. Provide information and technical assistance to both programs on fair housing issues and landlord tenant problems.
- m. Provide screening and coordination with ARH and SON shelters, for the purposes of shelter intake.
- n. Income limits established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance under this program are listed below:

HUD 2021 INCOME GUIDELINES (effective 4/1/21)			
	Extremely Low Income	Very Low Income	Low Income
Persons	30%	50%	80%
1	20,300	33,850	54,150
2	23,200	38,700	61,900
3	26,100	43,550	69,650
4	29,000	48,350	77,350
5	31,350	52,250	83,550
6	35,580	56,100	89,750
7	40,120	60,000	95,920
8	44,660	63,850	102,150

2. CDBG SERVICE OBJECTIVES

- a. Referrals made to SUBRECIPIENT will be screened within 10 working days of referral. The outcome portion of the referral form will be completed and returned to CCSSD no later than the 15th day following the end of the quarter for monitoring of program outcomes. A list of referrals in progress shall be provided as well.

- b. Individuals who make initial contact with the Housing Rights and Resources program through SUBRECIPIENT will be referred to CCSSD within 5 working days of the initial contact for preliminary screening and service level determination.
- c. SUBRECIPIENT will work in conjunction with Fair Housing Council (“FHC”) to provide training and assistance in developing fair housing policy and plans for landlords.
- d. SUBRECIPIENT will work in conjunction with FHC to provide training to housing-related service providers and the public regarding fair housing law.
- e. SUBRECIPIENT will provide training and consultation regarding housing law to CCSSD and FHC program personnel as needed.
- f. SUBRECIPIENT will work with CCSSD and FHC to develop and distribute documents related to fair housing education.
- g. SUBRECIPIENT will review all complaint-based testing completed by FHC and submit the results to CCSSD for inclusion in program reporting.

3. CDBG PERFORMANCE STANDARDS

- a. The contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
- b. Contractor's failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - i. Reducing or withholding payment;
 - ii. Requiring the contractor to perform, at the contractors expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - iii. Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.

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EXHIBIT 2
CDBG REPORTING REQUIREMENTS

1. REPORTING REQUIREMENTS

SUBRECIPIENT shall submit performance reports, completed referral forms and a list of referrals in process, and invoices to COUNTY by the 15th of the month following the end of each quarter (October 15th, January 15th, April 15th and July 15th).

2. INVOICES

Invoices shall include the following information: direct Housing Rights and Resources attorney hours broken out by time spent on referrals, intake, legal services, education, outreach, and training. At a minimum, requests shall be made quarterly for a lump sum not to exceed \$15,579. Invoices shall be sent to:

Erika Silver, Program Manager
Clackamas County Social Services
PO Box 2950
Oregon City, OR 97045

COUNTY shall make payment to SUBRECIPIENT within 21 business days of receipt of each invoice submitted.

Invoices shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services have been performed. Invoices and reports may be submitted electronically via e-mail as an attachment.

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

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

3. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit the following quarterly reports. These reports are due no later than the 15th of the month following the end of the quarter for monitoring of program. The format of these reports shall be designated or approved by COUNTY.

a. Legal Aid Services of Oregon Quarterly Performance Report and narrative

Reports shall bear SUBRECIPIENT's name and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the reports shall verify that the services have been performed.

LEGAL AID SERVICES OF OREGON
 QUARTERLY PERFORMANCE REPORT - SAMPLE

FOR THE PERIOD: _____ TO: _____

Project Name: Housing Rights and Resources Program

I. STATISTICAL

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am.Indian/Alaskan Native & Black/African Am:		
(10)	Other Multi-Racial:		

	Total number of potential housing related referrals received from CCSSD.
	Number of potential housing related referrals made to CCSSD.
	Total number of intakes completed on these cases.

Specific legal issues:

	Total number of referrals resulting in the provision of housing-related legal advice
	Total number of brief housing-related legal service interventions completed
	Total number of households provided individual legal representation.
	Number of referrals made to HUD.
	Number of applications completed for HUD claims.

Education Efforts:

	Total number of landlords and property managers receiving housing related Information/Materials
	Total number of other housing professionals receiving housing related Information/Materials
	Total number of outreach/training handouts/posters/flyers developed/adapted for the program

II. DISCRIMINATION CASES: (Narrative on at least three cases)

III. HOUSING RIGHTS AND RESOURCES CASES AND ACTIVITIES: (Narrative)

Signature

Date

Organization

INSTRUCTIONS

Total Number Assisted: (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10) All persons/households served (including persons of Hispanic ethnicity) must indicate Race. Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) – A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) – The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity – Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

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Exhibit 3
OAA LEGAL SERVICES – SCOPE OF WORK & PERFORMANCE STANDARDS

It shall be the responsibility of SUBRECIPIENT to develop the structure and provide contracted legal services throughout Clackamas County to the most vulnerable seniors, age 60 and over, to protect their health, welfare, independence and security. These services will be provided where other legal services are not available, targeting those in greatest social and economic need, minority, institutionalized, isolated, rural and/or homebound.

SUBRECIPIENT shall:

1. Recruit, select, train and maintain qualified staff to provide services required under this contract.
2. Not give assistance for defense of criminal or traffic charges under this contract.
3. Subject areas for OAA Title III-B funds are to include, but not limited to, the following priorities:
 - a. Issues of abuse – financial, physical, mental, and neglect
 - b. Long-term care planning
 - c. Defense of guardianship and conservatorship
 - d. Issues of access to health care (e.g. patients’ rights, denial of care)
 - e. Issues of unfair debt collection practices and internet fraud
 - f. Rights of nursing home, foster home and other congregate care facility residents
 - g. Rights of tenants; prevention of housing discrimination
4. OAA Title III-E, Family Caregiver Support funds. These funds may only be used for services provided to County residents who are family caregivers. Qualified Caregivers are:
 - a. Individuals of any age who are providing care for a family member age 60 or older.
 - b. Individual age of 55 providing care for child under the age of 18, or of any age if the individual has a disability, to whom they are related by blood, marriage, or adoption.
 - c. Individuals of any age who are providing care for a person of any age with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction.
5. Subject areas for OAA Title III-E, Family Caregiver Support funds may include the same as for Title III B with the addition of:
 - a. Legal Rights of Grandparents and guardians
 - b. Permanency planning for Caregivers providing unpaid care to family member
6. Advise and represent qualified individuals regarding their rights, responsibilities and available options to resolve legal problems.
7. Pursue course of action identified through consultation with clients.
8. Follow-up to assure that clients were able to complete any agreed upon tasks.
9. Make referrals, when appropriate, to the pro bono Volunteer Attorney Programs currently operating in the senior centers, to other community resources, or to private attorneys.
10. Participate in program evaluation and monitoring by giving each client an evaluation form to complete and send in to County. Forms will be supplied by COUNTY, stamped, and addressed to COUNTY.

- 11.** Provide up to 20 hours of consultation during contract duration to Senior Center Client Services Coordinators, Nursing Home Ombudsmen, and ADS staff.
- 12.** Use up to 10 hours during contract duration to prepare and give 2 presentations to Senior Center Client Services Coordinators to help them identify legal problems, use available resources effectively, recognize their limitations, and make appropriate referrals to legal and other related services.
- 13.** Use up to 8 hours during contract duration to prepare and give 2 presentations for the general public, at 2 different senior centers, to help seniors know their legal rights and to improve access to legal and related services.
- 14.** Use up to 18 hours during contract duration for outreach, and to regularly publicize the Legal Services Program.
- 15.** Establish a procedure for reporting abuse and imminent danger cases to the local DHS/APD Adult Protective Services Unit, as defined in ORS410.990 and ORS410.610-670.

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Exhibit 4
OAA REPORTING REQUIREMENTS

1. **Service Reporting:** SUBRECIPIENT shall maintain records for all clients receiving services. SUBRECIPIENT shall provide County with a quarterly summary report of new client information in a format specified by County. Clients may freely refuse to provide requested information and still receive legal services. Reported information will be separate for III-B and III-E funded services.
 - a. The reports for III-B funded services shall, at a minimum, include the following:
 - ✓ Unduplicated number of clients served during reporting period
 - ✓ Unduplicated number of clients served year-to-date
 - ✓ Race & Ethnicity of clients served during reporting period per the current NAPIS categories:
 - ✓ Total low-income clients served
 - ✓ Persons living alone
 - ✓ Rural/urban status
 - ✓ Frail or disabled
 - ✓ Average number of hours billed for each client
 - ✓ General nature of service provided to each client
 - ✓ Number of callers/clients referred to other resources and which resources
 - b. For each Family Caregivers provided Legal Services paid for with the Title III-E funding a NAPIS (National Aging Program Information System) Registration Record shall be completed and submitted to Social Services. The case hours billed on the quarterly billing is to be noted on the NAPIS Registration Form.
2. **Financial Reporting:** SUBRECIPIENT shall submit a reimbursement request to COUNTY quarterly at a minimum, by the tenth working day of the month following the end of the reporting period. Attorney time shall be billed at the rate of \$75 per hour and paralegal time at the rate of \$37.50 per hour up to the contract limit.
 - a. Billable time - may include legal advice and representation, consultation, information and referral, intakes, outreach, preparing and giving presentations, and preparing reports.
 - b. Client Donations – SUBRECIPIENT shall afford clients the opportunity to contribute to all or part of the costs of the service provided. Each client shall be permitted to determine for her/himself what s/he is able to contribute toward the cost of the service. No client shall be denied services under this contract because of inability or failure to make a donation. SUBRECIPIENT shall provide for a method of receiving donations which shall assure client privacy. Donations received shall be reported to County, subtracted from the quarterly reimbursement request total, and retained by SUBRECIPIENT to be used for additional services for clients.

- c. Match Funds – The money for this contract is from Older Americans Act (OAA) funds. Non-federal resources (cash or in-kind) must be contributed by SUBRECIPIENT at the rate of 11.12% of the \$19,906 OAA III B funds (\$2,213.55) and 33.34% of the \$3,000 OAA III E funds (\$1,000) to earn the federal funds. Match is calculated on the actual payment request for each period billed.

Financial reports shall show Title III-B and Title III-E funds separately, and include:

- Units of service billed
- Units of service provided
- Reimbursement rate per unit
- Amount of match funds
- Type of match funds
- Donations from clients

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EXHIBIT 5

Required Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, Environmental Protection Agency ("EPA") Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the EPA. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$150,000,

language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as "HIPAA"), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or

enrollment information, authorizations or other electronic transaction, SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
- d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.

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

8. Drug-Free Workplace. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither

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

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter

registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

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

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal

funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i.** The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii.** Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 6

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. Organization and Authority. SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by SUBRECIPIENT and (b) do not and will not violate any provision of any applicable

law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b.** COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. **Records Maintenance; Access**. SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents,

papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
12. **Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY’s reasonable satisfaction in order to obtain federal reimbursement.

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**EXHIBIT 7
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 2413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 20 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, Legal Aid Services of Oregon, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 5/28/21

Company Name: Legal Aid Services of Oregon

Signature:  _____

Name: Julia Olsen
(printed)

Title: Regional Director

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with City of Gladstone/Gladstone Senior Center to Provide Social Services for Clackamas County Residents

Purpose/Outcomes	Subrecipient Agreement with the City of Gladstone/Gladstone Senior Center to provide Older American Act (OAA) funded services for persons in the Gladstone service area.
Dollar Amount and Fiscal Impact	The maximum agreement is \$56,058. The contract is funded through the Social Services Division Program agreements with the Oregon Department of Human Services and various transportation agreements with TriMet & Ride Connection, Inc.
Funding Source	The Older American Act (OAA) and Ride Connection pass-through funds - no County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	<ol style="list-style-type: none"> 1. <i>Date of Counsel review: 5/27/21</i> 2. <i>Initials of County Counsel performing review: AN</i>
Procurement Review	<ol style="list-style-type: none"> 1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10200; Subrecipient #22-005

BACKGROUND:

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

Page 2 – Staff Report: H3S#10200
July 15, 2021

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal for additional years. No agency other than City of Gladstone/Gladstone Senior Center showed an interest in providing these services in the Gladstone area, so an Intergovernmental Subrecipient agreement with the City of Gladstone/Gladstone Senior Center was negotiated. This is the fifth and final agreement under this NOFO.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

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

Respectfully submitted,


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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10200	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: 21-23 City of Gladstone/Gladstone Senior Center

CONTRACT AMOUNT: \$56,058.00

TYPE OF CONTRACT

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

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year	7/1/2021 - 6/30/2022	<input type="checkbox"/> 4 or 5 Year	-
<input type="checkbox"/> Upon Signature	-	<input type="checkbox"/> Biennium	-
<input type="checkbox"/> Other	-	<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: Andrew Naylor Date Approved: Thursday, May 27, 2021
OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
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AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 City of Gladstone/Gladstone Senior Center

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/15/2021

PURPOSE OF

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

H3S CONTRACT NUMBER: 10200

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-005**

This Agreement is between **Clackamas County**, (County), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **City of Gladstone** on behalf of its **Gladstone Senior Center**, (SUBRECIPIENT), a Municipal Corporation.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Jacque Betz	Program Representative: To Be Determined
City Administrator 18505 Portland Ave Gladstone, OR 97027 (503) 557-2767 betz@ci.gladstone.or.us	Gladstone Senior Center 1050 Portland Ave Gladstone, OR 97027 (503) 655-7701 @ci.gladstone.or.us
DUNS: 087464350	FEIN: 93-6002170

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Grant Agreement sets forth the terms and conditions pursuant to which City of Gladstone on behalf of its Gladstone Senior Center ("SUBRECIPIENT") agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Subrecipient Grant Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof . Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and Catalog of Federal Regulations ("CFDA") number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$56,058**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds:** COUNTY's funding of **\$32,926** in grant funds for this Agreement is OAA funds (CFDA: 93.043, 93.044, 93.052, 93.053) issued to COUNTY by the State of Oregon, Department of Human Services, Community Services & Supports Unit 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 **\$12,267** 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 is issued to SUBRECIPIENT by the State of Oregon, Department of Human Services, Adults and Persons with Disabilities.

- 5. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
- 6. Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:

 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.
- 7. Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:

 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.
- 8. Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
- 9. Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

City of Gladstone – Gladstone Senior Center

Subrecipient Grant Agreement #22-005

Page 3 of 53

10. Administrative Requirements. SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:

- a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the “OAA.”
- b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.
- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.

- h. Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY’S discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.

- s. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.

- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.

- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.

- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. **Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:

- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
- ii. Procure a commercial sex act during the period of time the award is in effect; or
- iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

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

SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. **Confidentiality of Client Information.**

- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by

- other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.
- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.

- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.
 - ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.

- c. **Insurance.** During the term of this Agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/

\$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

- (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
- (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.

- (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
- (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:

- (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
 - iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.
 - v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
 - vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.

- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.

- I. Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Purpose, Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 Congressional Lobbying Certificate
- Exhibit 8 Center Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

By: _____
Tootie Smith, Chair

Dated: _____

**City of Gladstone –
Gladstone Senior Center**

By: Jacquie M Betz
Jacquie Betz, City Administrator
Dated: June 1, 2021

Approved to Form:

By: approved via email by Andrew Naylor Dated: 5/27/21
County Counsel

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older ("Work"). The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

2. DESCRIPTION OF SERVICES

- a. **CASE MANAGEMENT:** Is an in-depth interview with a client to provide access to an array of service options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring:
 - i. Access & Assessments:
 - (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
 - (2) Utilize an approved County-wide standardized assessment/intake form.
 - (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
 - (4) May be billed upon submission of assessment/intake form.
 - ii. Service Implementation & Monitoring:
 - (1) Provide early identification of current or potential problem areas.
 - (2) Assess the need for changes/improvements in service.
 - (3) Identify any gaps/unmet needs.
 - (4) Review intervention results to determine if what was done achieved the desired result.
 - (5) Determine if services should be discontinued.
 - (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.
- b. **REASSURANCE:** Regular friendly telephone calls and/or visits to physically, geographically or socially isolated registered clients that are receiving services to determine if they are safe and well, if they require assistance, and to provide reassurance. A unit is one contact

- c. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
 - ii. Evaluation of appropriate resources.
 - iii. Assistance linking the client to the resources.
 - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
 - v. Follow up with the client or agency to see if the needs were met.
 - vi. Tallying the category of need for each inquiry.
 - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. PUBLIC OUTREACH/EDUCATION:** Is a service or activity to provide information to groups of current or potential clients and/or aging network partners and other community partners regarding available services for the elderly.
- e. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Gladstone Senior Center Transportation Consortium Goals:
 - (1) Increase replacement reserve fund with separate accounting.
 - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
 - (3) Continue regular publicity/marketing efforts regarding transportation program
 - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
 - (5) Attend all scheduled Transportation Consortium meetings.
 - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
 - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will

note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

(2) Services shall be billed by SUBRECIPIENT according to the following rate scale:

One person, one-way ride: \$17.00 per ride

- (3) Clients receiving the rides will not be asked or expected to contribute to the cost of the ride.
- (4) Trips will be tracked daily by client and type of ride. This information will be sent monthly to COUNTY, and be available for State and Federal representatives for audit purposes.

iii. SUBRECIPIENT will be responsible for:

- (1) recruitment of volunteer and/or paid drivers who will qualify for insurance coverage or who are willing to provide proof of coverage as drivers, and maintaining an adequate number of qualified volunteer and/or paid drivers to provide services.
- (2) orientation of drivers to the transportation program and informing them of other specialized training opportunities required to maintain safety of operations.
- (3) submission of criminal record check requests on all potential drivers and receiving satisfactory reports back prior to scheduling them to transport any client.
- (4) drug and alcohol testing on all potential paid drivers prior to hiring them is recommended for all drivers of Center-owned mini vans and buses, including volunteers.

f. **MEAL SITE MANAGEMENT:** Meal Site Management includes such tasks as: supervising final on-site preparation and serving/delivery of meals to eligible congregate and home-delivered participants; recruiting, training, scheduling and monitoring program volunteers; determining eligibility of participants; collecting and accounting for participant donations; completing and submitting required budget and program reports, providing events and activities for meal site participants; meeting with meal site Advisory Committee; and publicizing meal site in the Gladstone community to enhance visibility and encourage participation. One unit is one meal served.

g. **OAA HDM Assessment:** a means of determining a homebound older person's eligibility for home-delivered meals per the Oregon Nutrition Service Program standards.

h. **Evidence-based Health & Wellness Program:** The provision of Evidence-based Health & Wellness Program programs that either focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls or focus on disease self-management/stress management. Any program under this service must demonstrate to be evidence-based and effective with older populations.

3. SERVICE OBJECTIVES

a. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (“CSC”) assesses clients within two weeks following their request for services or referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. SUBRECIPIENT CSC completes assessment on a County approved assessment/intake form.
- iii. SUBRECIPIENT CSC writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. SUBRECIPIENT CSC re-assesses clients’ service needs/eligibility every six months or when their condition or life situation dramatically changes
- v. SUBRECIPIENT CSC reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. SUBRECIPIENT CSC (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. SUBRECIPIENT CSC consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

b. Reassurance

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. SUBRECIPIENT Client Services Coordinator (CSC) assesses clients provides follow up contact by phone to ensure that services outlined under case plan are meeting clients need.
- ii. SUBRECIPIENT CSC documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- iii. SUBRECIPIENT CSC keeps all client information in a secured area, accessible to only authorized personnel.

c. Information and Assistance - COUNTY Responsibilities

City of Gladstone – Gladstone Senior Center

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Objective: To provide participating SUBRECIPIENT with training, technical assistance, resource development, networking and information sharing.

Elements:

- i. County will provide orientation on County's I&R program to SUBRECIPIENT I&A staff.
- ii. County will notify SUBRECIPIENT's I & A Specialist of "Networking" I & R Breakfast Meetings and schedule speakers to meet interests expressed by SUBRECIPIENT.

d. Information and Assistance - SUBRECIPIENT Responsibilities

Objective 1: Have a system in place which enables SUBRECIPIENT to provide referral services to link people with needs to the appropriate resources.

Elements:

- i. SUBRECIPIENT will designate a single individual (paid or volunteer) who is at least 0.5 FTE with SUBRECIPIENT as an I & A Specialist.
- ii. SUBRECIPIENT will notify COUNTY I & A Coordinator and Contract Specialist within 30 days of any change in SUBRECIPIENT's designated I & A Specialist, and will schedule an on-site training with the County I & A Coordinator for the new designee within 60 days of appointment.
- iii. SUBRECIPIENT's I & A Specialist will attend a minimum of 6 Monthly County "Networking" I&R breakfasts meeting each year and attend Scheduled CSC meetings.
- iv. SUBRECIPIENT's I & A Specialist will update center information for the County's Community Resources Guide, initiate notification to County's I&R program regarding any changes to SUBRECIPIENT programs, and notify County's I&R program of any significant changes in local community resources.
- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

Objective 2: To provide contracted units of service throughout the contract period for County residents age 60 and older who need help identifying resources to meet their individual needs.

Elements:

- i. SUBRECIPIENT Director or CSC annotates name, Medicaid status, address, phone number, date of request, and nature of request/need.
- ii. SUBRECIPIENT makes referral and follows up with client within a 2 day work period.
- iii. SUBRECIPIENT annotates follow up taken and number of referrals needed on Referral Log.
- iv. SUBRECIPIENT Director keeps completed Referral Logs in a secured area, accessible to only authorized personnel.

e. Public Outreach/Education

Objective: To provide information to groups of current or potential clients and community partners about available services for Molalla area residents age 60 and older.

Elements:

- i. SUBRECIPIENT schedules and makes presentations to local groups throughout the contract year.
- ii. SUBRECIPIENT keeps a record of information given to groups such as:
 - (1) outline of presentation
 - (2) copies of flyers, brochures, etc. distributed
 - (3) names and number of people in group presented to

f. Transportation

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older, and to younger persons with disabilities who are unable to meet their transportation needs.

Elements:

- i. SUBRECIPIENT designates one person to be coordinator for the transportation program. This person will be responsible for:
 - (1) Recruiting drivers.
 - (2) Submitting criminal checks
 - (3) Ensuring all drivers meet Ride Connection training requirements
 - (4) Scheduling road tests for all drivers.
 - (5) Conducting periodic/seasonal driver safety training.
 - (6) Providing a copy of written procedures for transportation services to each driver.
 - (7) Scheduling vehicle maintenance.
 - (8) Maintain daily Pre- and Post- trip Reports
- ii. SUBRECIPIENT provides transportation as scheduled each day.
- iii. SUBRECIPIENT maintains system to document each trip of each day.

g. MEAL SITE MANAGEMENT

Objective 1: To supervise preparation of meals, serving meals to congregate participants, and delivery of meals to home delivered clients.

Elements:

- i. Procurement of milk is part of site management.
- ii. Packaging of home delivered meals is part of site management.

Objective 2: To organize and supervise the recruiting, training, scheduling and monitoring of program volunteers.

Objective 3: To determine eligibility of congregate participants and target services to

individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

Elements:

- i. Economic need is defined as income equal to, or less than, the poverty level as determined by the Department of Commerce.
- ii. Persons with social need are those persons who have at least two of the following characteristics:
 - (1) be 75 years or older
 - (2) live alone
 - (3) have a physical or mental impairment which prevents proper functioning within society
 - (4) be of a minority group
 - (5) have no significant other(s)

Objective 4: To offer a range of events and activities to enhance daily living efforts of older people or to provide opportunity for their participation in community life.

Elements:

- i. SUBRECIPIENT plans educational presentations in areas such as nutrition, health, safety, utilization of community services and programs, and other topics of interest to participants.
- ii. SUBRECIPIENT provides opportunities to promote personal growth and self image.
- iii. SUBRECIPIENT provides opportunities for a variety of types and levels of involvement.
 - (1) Small and large group activities
 - (2) Active and spectator participation
 - (3) Participation with the general community and other generations.
- iv. SUBRECIPIENT plans activities which are flexible and responsive to change in:
 - (1) Individual participant needs and interests.
 - (2) Characteristics of the service area's older population.
 - (3) Other programs in the relevant service area.

Objective 5: To inform the community about the meal site program.

Elements:

- i. SUBRECIPIENT publicizes programs in local newspapers, flyers, brochures, posters, fraternal organizational meetings, etc.
- ii. SUBRECIPIENT ensures Center is identified by an easily visible sign at its entrance.
- iii. SUBRECIPIENT posts monthly menus in an obvious position in the Center and delivers them to home-bound clients each month.
- iv. SUBRECIPIENT mails or delivers calendar of upcoming Center activities to current and potential participants.

Objective 6: To plan for provision of services in cooperation with site Advisory Committee and Area Agency on Aging (AAA) Adult Center Liaison Committee.

Elements:

- i. SUBRECIPIENT identifies needs and concerns specific to the Center and service area participants.
- ii. SUBRECIPIENT incorporates information from other service providers, community agencies, and governmental organizations in providing services.
- iii. SUBRECIPIENT conducts program participant satisfaction survey at least once per year.
- iv. SUBRECIPIENT food service manager meets quarterly with COUNTY nutrition consultant to go over status of meal program files, plans, goals, accountings, etc.

Objective 7: To collect, account for and report program income (participant donations).

Elements:

- i. SUBRECIPIENT provides each participant (congregate and home delivered) with an opportunity to voluntarily contribute to the cost of the service.
- ii. SUBRECIPIENT sets up container for donations at meal site which ensures and protects the privacy of the participants.
- iii. SUBRECIPIENT has system set up at site to collect full meal price from persons not eligible for services.
- iv. SUBRECIPIENT posts:
 - (1) full cost of the meal, and
 - (2) a notice describing the donation and payment policies.
- v. SUBRECIPIENT may post suggested donation information if it is clear that:
 - (1) every donation from an eligible participant is on a "pay what you can afford" basis, and
 - (2) no means test is used in the collection of contributions or provision of the meal.

h. OAA HDM Assessment

Objective:

Elements:

Determine eligibility of homebound older adults and target services to individuals who are in the greatest economic or social need, with particular attention to low income minority individuals.

- i. Conduct an in-person assessment of homebound older adult's nutritional needs.
- ii. Evaluates the recipient's strengths and limitations with regards to meeting their nutritional needs.
- iii. Review other means of realistically obtaining consistent and adequate meals such as shopping assistance, assistance from friends/family, attending congregate meals should be explored.

i. Evidence-based Health & Wellness Program

Objective: To provide contracted units of service throughout the contract period.

Elements:

- i. SUBRECIPIENT regularly schedules classes that meet the evidenced-based requirements and either include a focus on strength, balance, and flexibility to promote physical activity and/or prevent falls or on disease self-management/stress management.
- ii. SUBRECIPIENT registers participants for activities, obtaining a waiver to injury for each participant if necessary.
- iii. SUBRECIPIENT has physical condition of clients assessed before setting up plan for workouts with equipment.

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Exhibit 2
Transportation Provider Standards

A. Vehicle Standards

1. SUBRECIPIENT shall maintain its vehicles to provide comfortable and safe Rides to Clients. SUBRECIPIENT's vehicles shall meet the following requirements:
 - a. The interior of the vehicle shall be clean;
 - b. SUBRECIPIENT shall not smoke or permit smoking in the vehicle;
 - c. SUBRECIPIENT shall maintain appropriate safety equipment in the vehicle, including but not limited to:
 - i. First Aid Kit;
 - ii. Fire Extinguisher;
 - iii. Roadside reflective or warning devices;
 - iv. Flashlight;
 - v. Chains or other traction devices (when appropriate); and,
 - vi. Disposable gloves.
 - d. SUBRECIPIENT shall maintain the vehicle in good operating condition, by providing the following:
 - i. Seatbelts;
 - ii. Side and rear view mirrors;
 - iii. Horn; and,
 - iv. Working turn signals, headlights, taillights, and windshield wipers.
2. SUBRECIPIENT shall maintain a preventative maintenance schedule, which incorporates, at a minimum, all maintenance recommended by the vehicle manufacturer. SUBRECIPIENT shall comply with appropriate local, state, and federal transportation safety standards regarding passenger safety and comfort. SUBRECIPIENT shall provide all equipment necessary to transport Clients using wheelchairs.

B. Drivers

1. SUBRECIPIENT shall inform drivers of their job duties and responsibilities and provide training related to their job duties. SUBRECIPIENT shall also:
 - a. Brief drivers about the Non-Medical Transportation Services, reporting forms, vehicle operation, and the geographic area in which drivers will be providing service;
 - b. Ensure that drivers are capable of safely operating vehicles;
 - c. Require drivers to complete the National Safety Council Defensive Driving course, or an equivalent course, within six months of date of hire;
 - d. Require drivers to complete Red Cross approved First Aid, Cardiopulmonary Resuscitation and blood spill procedures within six months of date of hire prior to providing Medicaid Non-medical transportation services to Clients;
 - e. Require drivers to complete passenger assistance training, as required by the Americans with Disabilities Act; and,
 - f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:
 - a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,

Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of COUNTY and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients is not placed at risk of harm from the driver.

C. Vehicles

1. SUBRECIPIENT shall operate the vehicle(s) listed below that are owned by Ride Connection, to deliver transportation services as outlined in this agreement
 - a. 2017 Ford Startrans Senator; VIN: 1FDEE3FS7HDC29342
2. SUBRECIPIENT shall perform vehicle maintenance in accordance with manufacturer's specifications. All invoices for maintenance performed shall be input by SUBRECIPIENT into the Ride Connection vehicle maintenance database at the time service is completed. If SUBRECIPIENT is unable to access database invoices are to be faxed to Ride Connection's Fleet Maintenance Unit.
3. Ride Connection will submit to ODOT, on a quarterly basis, request for reimbursement of qualified vehicle maintenance performed and entered in the database. COUNTY will distribute these funds to Subrecipient within 21 days of receipt of payment from Ride Connection.

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EXHIBIT 3

Required Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 *et. seq.* (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

6. **HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:

- a. Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
- b. Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery**. SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace**. SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

City of Gladstone – Gladstone Senior Center

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

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

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

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 4

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by SUBRECIPIENT and (b) do not and will not violate any provision of any applicable

law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

- 12. Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY’s reasonable satisfaction in order to obtain federal reimbursement.

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Exhibit 5
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th calendar day of the subsequent month. COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signer of the invoice shall verify that the services billed have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Financial summary including match and program income.
- b. Vehicle Maintenance Invoices for vehicle maintenance will be entered into Ride Connection database as outline in Exhibit 2 Section 3 and noted on monthly transportation reports submitted to County.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

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

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 6 Budget & Units of Service. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. SUBRECIPIENT shall submit nutrition reports monthly. These reports shall have:
 - i. the over and under age 60 meal program participation numbers broken out by: Congregate, HDM, Medicaid, volunteers, guests and staff.
 - ii. the amount of participant donations by Congregate and HDM .

- b. SUBRECIPIENT may bill Food Services for OAA funded HDM if they have been ordered by recipients then cancelled after 2:00 PM the day before delivery. SUBRECIPIENT may not bill for Meal Site Management for these meals.
- c. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- d. Transportation Report forms A, B, and C
- e. List of Medicaid waived services clients who were provided non-medical transportation during the billing period, with number of rides provided for each client by ride type.
- f. SUBRECIPIENT shall submit copies of the SPD Medicaid Home Delivered Meals vouchers on current State approved form.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

Exhibit 6
Budget and Units of Service

1. BUDGET

COUNTY's payment to SUBRECIPIENT will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

As required in Section 315(b)(3) of the Older Americans Act (OAA), no means testing for services eligibility will be conducted and per Section 315(b)(4)(A-D), all recipients of OAA services will be provided the opportunity to voluntarily contribute towards the cost of service. SUBRECIPIENT has appropriate safeguards in place to account for all contributions. Said contributions are hereby referred to as Program Income and shall be used by SUBRECIPIENT for the sole purpose of expanding services if the program income is equal to or less than the budgeted amount.

SUBRECIPIENT may not transfer funds in excess of 15% from one service category to another without written approval from COUNTY.

SUBRECIPIENT agrees to provide matching funds in accordance with Section 309(b)(1) and Section 373 (g)(2)(h)(2)(A-B) of the OAA for qualified expenditures with cash or in-kind resources of non-federal means as follows:

Match shall be figured at 10% of the total OAA Title III-B expenditures and at 25% of the total OAA Title III-E funds.

SUBRECIPIENT match funds must be from sources other than Federal funds, and SUBRECIPIENT will provide COUNTY with a statement of assurance stating this.

SUBRECIPIENT will invoice and receive direct reimbursement from the State of Oregon, Dept. of Human Services, Senior & People with Disabilities for Home Delivered Meals provided for authorized Medicaid clients at the state approved per meal rate.

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2. UNIT COST SCHEDULE

CITY OF GLADSTONE - SENIOR CENTER
Fiscal Year 2021-22

Federal Award Numbers CFDA Number	OAA-III B Funds	OAA-III C1 Funds	OAA-III C2 Funds	OAA-III C2 Funds	OAA-III D Funds	Required Match	NSIP Funds	Other State Funds	MEDICAID Funds		TriMet STF Funds	Ride Connection		NO. OF UNITS	TOTAL COST	Reimburse- ment Rates	
									TriMet Funds	STF Funds		TriMet Funds	STF Funds				
	16A4ORTSS 93,044	16A4ORTC01 93,045	16A4ORT34D 93,045	CARES Act 93,045	16A4IRT0PH 93,043	N/A	16A4ORNSIP 93,053		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	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					10,992			999	1,332	11,991	\$8.25
Trans - Ride Con STF												0		0	0	0	
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				2575											75	2,575	\$34.33
OAA Meal Site Mgmt	8,226	7,448	3,012			1,743								10,641	11,084	31,069	\$2.65
Site Purchased Meals - Restaurant				600		0									160	\$600	\$3.75
Medicaid Meals			(1,752)	(801)		(195)	(628)		9,365						797	5,989	\$7.76
TOTALS	13,596	8,226	5,696	5,386	650	3,232	(628)	-	10,247	392	10,992	-	1,500	12,815		\$72,105	

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: \$ 56,068

Federal Award Total \$ 34,426

3. UNITS OF SERVICE

SUBRECIPIENT or COUNTY may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between SUBRECIPIENT and COUNTY and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both SUBRECIPIENT and COUNTY.

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	108	1 hour of service	25
Reassurance (OAA)	75	1 contact	50
Information and Assistance (OAA)	190	1 response to inquiry and follow up	45
Community Outreach	10	1 presentation	N/A
Transportation (OAA)	1567	1 one-way ride	N/A
Evidence-based Health & Wellness programming	13	1 class session	20
Transportation (Medicaid non-medical)	75	1 one-way ride	3
Transportation (Ride Connection & STF)	1,400	1 one-way ride	45
Meal Site Management (OAA)	11084	1 meal delivered/served	65
OAA HDM Assessments	75	1 Assessment	65
Medicaid Home Delivered Meals	797	1 meal delivered/served	3

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**EXHIBIT 7
CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, City of Gladstone, Gladstone Senior Center, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: June 1, 2021

Company Name: City of Gladstone

Signature: Jacqueline M. Betz

Name: Jacqueline M. Betz

(printed)

Title: City Administrator

EXHIBIT 8
CENTER RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

CLIENT COMPLAINT POLICY

The Gladstone Senior Center shall provide services to seniors in accordance with applicable eligibility policies as established by the City of Gladstone, and Clackamas County Social Services Division Aging and Disability Services. Staff and volunteers shall be responsible in working with clients in developing a mutually agreed upon plan for service delivery. In the event that client expectations are not met, the following procedure will be initiated to resolve differences and reestablish effective communications between the parties involved:

- a. Persons wishing to register a complaint will be asked to address their comments in writing to the Manager of the Gladstone Senior Center.
- b. After investigating the issue with all parties involved, the Manager of the Gladstone senior Center shall render an opinion and shall respond to the client in writing within five working days after receiving the written complaint. The letter shall include an outline of any action to be taking to resolve any differences and reference to Center policies when appropriate.
- c. The letter shall be followed up by a phone call from the Manager of the Gladstone Senior Center to assure that the client has received the response.
- d. If the client is not satisfied with the response given by the Manager of the Gladstone Senior Center, a complaint must be re-addressed in writing to members of the Gladstone Senior Center Advisory Board within 10 working days after receipt of the response.
- e. The Chairman of the Gladstone Senior Center Advisory Board shall submit in writing an accounting of any decisions reached by the Board and any recommended action to be taken. Their recommendations must be in agreement with the stated policies of the City of Gladstone, Gladstone Senior Center and Clackamas County Social Services Division Aging and Disability Services, as applicable.
- f. The letter shall be followed up by a phone call from the Chairman of the Gladstone Senior Center Advisory Board to assure that the client has received the response.
- g. If the client is not satisfied with the response given by the Gladstone Senior Center Advisory Board, a complaint must be re-addressed in writing to the City Administrator. This decision shall be final and in agreement with the stated policies of the City of Gladstone, Gladstone Senior Center, and Clackamas County Social Services Division Aging and Disability Services, as applicable.
- h. In the event that the client is not able to initiate the Complaint procedure due to health or physical limitations, he/she may authorize a representative to act in his/her behalf.

GLADSTONE SENIOR CENTER
PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

FOR STAFF:

INFORMAL PROCEDURE

a. When staff* or volunteers receive a complaint they should:

- (1) Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

* If the complainant chooses to go first to the City Administrator or the Center Advisory Board with the complaint, the informal process described here will normally be used. The City Administrator or the Center Advisory Board would refer the complaint to the Center Manager to handle according to the informal process before initiating the formal process.

- (2) When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:

- treat the complaint seriously;
- ask the complainants what action they expect to be taken;
- involve complainants in the process of devising a solution, if feasible;
- inform complainants of what action will be taken, or why no action is necessary.

- (3) If complainants still are not satisfied, they should be referred to the Center Manager. The Center Manager should be advised of this referral. This will allow the Center Manager to begin to take any appropriate steps and/or follow-up with

complainants should they fail to contact the Manager. If the issue relates to Center programs, policies or procedures, the Center Manager may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Senior Center policies and procedures, City of Gladstone Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.

(4) If complainants still are not satisfied, the Formal Procedure will be initiated.

FORMAL PROCEDURE

If the problem has not been resolved after speaking to the staff, complainants may request a review by the Senior Center Manager. The Manager will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Manager. The Manager will provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Manager will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Administrator. Within 30 days of receipt of the complaint the City Administrator will meet with complainants and the Senior Center Manager to discuss the problem. When the hearing is over the City Administrator will send a written decision within five (5) working days of the hearing. The decision of the City Administrator is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

FOR PARTICIPANTS

GLADSTONE SENIOR CENTER SERVICE APPEAL/COMPLAINT PROCEDURE

WHO CAN USE THIS PROCEDURE:

Any persons who have been denied a Center service or been told they are ineligible for a service, or who have a complaint about how a service is provided may use this complaint/appeal procedure. The complaint must be made by a complainant who has first-hand knowledge; it cannot be something you have only heard about. Employees who have a complaint about a matter which may affect their employment adversely must use the City's Grievance Procedure established in its Personnel Policies.

BEFORE YOU MAKE A COMPLAINT OR APPEAL

It is important that you try to solve a problem informally with the people directly involved. Talk over your complaint with them first. If the problem is still not resolved, speak to the Center Manager. If the issue relates to Center programs, policies or procedures, the

Center Manager may request that the Center Advisory Board make recommendations on the matter. Any decisions must be in accordance with Senior Center policies and procedures. City of Gladstone policies and procedures, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency (i.e. CCSS, ADS). You may go ahead with the procedure described below if the problem isn't solved informally.

HOW THE COMPLAINT WILL PROCEED

When you make a formal complaint with the Senior Center Manager, either in writing or in person, the Manager will start a file with your name on it. The file will contain a description of your complaint, what you want to do about it and a report on any action taken to solve the problem. The Manager will discuss the complaint with you to try to solve the problem. Within five (5) working days of the discussion, you will be notified of what action is being taken.

If you are still not satisfied with actions taken, you may re-address your complaint to the City Administrator. Within thirty (30) days of receipt of your letter, the City Administrator will meet with you and the Senior Center Manager to discuss the problem. The City Administrator will send you a written decision within five (5) working days. The decision of the City Administrator is final as to whether actions taken were justified and whether circumstances warrant policy review by the City Council.

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Staff part time availability; Targeting criteria; Service boundary; Level of need.

Referral: All requests are documented and a follow-up occurs in a timely fashion. Unmet needs are documented.

Assessment: Screened according to need. A detailed interview is conducted as quickly as possible based on availability of staff. Social Services Coordinator is a part-time position. Cases are assessed on a 6 month interval or as needed.

Case Monitoring: Social Services Coordinator maintains and reviews cases as needs arise. Follow-up is done on an ongoing basis.

Family Consultation: A consultation with family members is held and documented by the Social Services Coordinator. Information is given to them on how to receive assistance they need in handling their situations with their older family member.

Transportation: Rides are provided to ensure transportation needs are met for persons age 60 and older who are unable to manage this situation independently.

All Assessment, Information & Referral, Case Monitoring, Family Consultation, and Transportation clients must live within census tracts served by Gladstone Senior Center.

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

- a. Hours of Operation: 8:30 a.m. to 5:00 p.m.
Total hours per day: 8.5 hrs
Total hours per week: 42.5 hrs

- b. Official Closures: New Year's Day, January
Martin Luther King, Jr. Day, January
President's Day, February
Memorial Day, May
Independence Day, July
Labor Day, September
Veterans' Day, November
Thanksgiving, November
Christmas, December

4. Please describe the boundaries of the area for which a person propose to provide services.
Gladstone city limits for contracted services

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

- Center Mgr. & Social Services Coordinator - full time, paid (city)
- Office Assistant - 1 part time, paid (10 hrs) (city)
- Nutrition Coordinator - 1 part time, paid (35 hrs) (city)
- Transportation Coordinator - 1 part time, paid (32 hrs.) (city)
- Nutrition Aid - part time, Green Thumb
- Receptionist - part time, volunteer, simple info only
- Senior Companions - one part time
- RSVP - friendly visitors - simple info
- telephone check - simple info
- Relief Drivers – on call
- Nutrition Program Assistant – on call

6. Describe methods for providing information about services.

- Monthly newsletter - 300+ on list
- PSAs
- City of Gladstone newsletter to all residents
- Word of mouth
- Center brochure
- Informal networking in community
- Flyers for special events

7. Briefly, describe methods for providing legal services.
 - i. Provides legal information intermittently as educational information provided by speakers with expertise on specific legal issues
 - ii. Provides referrals to Legal Aid Services of Oregon and other area senior center law project clinics
 - iii. Center continues to maintain a list of local attorneys who have agreed to work at a reduced rate with seniors.

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GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES

Clackamas County Senior Centers provide a variety of program and services for adults who are able to participate independently and without special assistance or supervision.

Those who use the Center must be:

1. Mobile or if of limited mobility, able to use walker, cane, wheelchair or other device completely unassisted.
2. Continent, or wear appropriate protective undergarments, and not need assistance with bathroom concerns.
3. Physically able to care for personal needs and be able to take part in activities selected without special assistance.
4. Mentally able to make responsible decisions regarding participation.
5. Able to behave in an appropriate manner so not to disrupt or require supervision.
6. Able to remove self from danger without assistance.
7. Or, if unable to meet the above criteria, accompanied by a caregiver provided by the family or facility where the individual lives, to assist as necessary to comply with guidelines.

If an individual lives in a care facility it is the responsibility of the facility to:

1. Determine if it is appropriate for their resident to take part in Center activities.
2. Make advance arrangements for such participation with the Center Director or appropriate designee.
3. Communicate the information contained in these guidelines to their employees, residents and/or residents' guardians and others involved in residents' care who should be aware of these guidelines.

Transportation

Some Centers provide transportation to and from the Centers and to grocery shopping. Rides are subject to available space and priority is given to isolated individuals without access to transportation. Individuals using Center transportation must be able to:

1. Meet the Guidelines listed above.
2. Be physically able to use the transportation available.
3. Be mentally able to follow procedures, e.g., regarding arrival and departure, seat belt use, etc.

If an individual is being transported from a care facility by a Center bus, the facility must make arrangements in advance for that individual's transportation and is responsible to reimburse the Center for the bus fare.

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for individuals who once arrive at the Center, leave the Center, make other arrangements to return

City of Gladstone – Gladstone Senior Center

Subrecipient Grant Agreement #22-005

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home or request to be returned to a location other than the original pick up address.

Nutrition

Individuals who wish to participate in the Center's nutrition program must meet the guidelines listed above. If an individual is from a care facility, the facility must make arrangements in advance for that individual's participation in the nutrition program and is responsible to reimburse the Center for the meal cost.

Emergency Care

It is imperative that a care facility's staff provide contact information prior to one of their residents coming to the Center. It is imperative that a care facility's staff be accessible by phone for the period of time when their resident is taking part in Center activities. In the event that an individual who lives in a care facility becomes ill or incontinent while at the Center, the Center staff will call the facility. It is the facility's responsibility to provide transportation for the individual from the Center back to the facility. In the event of a serious illness or injury, the Center's staff will call "911" for emergency assistance. The facility will be notified by the Center's staff in order for the facility to provide follow-up instructions for care of their resident.

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July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Intergovernmental Subrecipient Agreement with Senior Citizen
Council of Clackamas County to Provide Social Services for Clackamas
County Residents

Purpose/Outcomes	Subrecipient Agreement with Senior Citizen Council of Clackamas County to provide Older American Act (OAA) funded services for residents of Clackamas County.
Dollar Amount and Fiscal Impact	The maximum agreement is \$160,784. The contract is funded through the Social Services Division agreement with the Oregon Dept. of Human Services, Community Services and Supports and County General Funds.
Funding Source	Older Americans Act (OAA) and County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2022
Previous Board Action	None
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
County Counsel	1. <i>Date of Counsel review: 5/27/21</i> 2. <i>Initials of County Counsel performing review: AN</i>
Procurement Review	1. Was this time processed through Procurement? No 2. In no, provide brief explanation: This is a Subrecipient Grant agreement. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #10208; Subrecipient #22-008

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement with Senior Citizen Council of Clackamas County (Sr. Council) to provide Older Americans Act (OAA) and County General Fund funded services for persons living in Clackamas County. The services provided include Guardianship/Conservatorship, Guardianship Diversion and Case Management. The County General Funds in this agreement provide funding services to resident who do not qualify for Older Americans Act funded services and have no other means of access these types of services. The services assist older and disabled county residents in meeting their individual needs. The Guardianship/Conservatorship service helps those unable, in a variety of home settings, to handle their business affairs.

In December 2015 Social Services issued a Notice of Funding Opportunity (NOFO) for a Subrecipient to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2016-17, with an option for renewal additional years. No agency other than Senior Citizen Council of Clackamas County showed an interest in providing these specific services for the County, so an Interagency Subrecipient agreement with Senior Citizen Council of Clackamas County was negotiated. This is the fifth and final agreement under this NOFO.

The County General Funds in this agreement were awarded to Senior Citizens Council of Clackamas County under their Guardianship expansion proposal to the Board of County Commissioners as part of the 2011-2012 fiscal year agreement cycle. This funding was made permanent by the Board during the 2013-14 fiscal year. Social Services was designated as the ongoing agency to manage the expansion project.

This agreement is effective July 1, 2021 and terminates on June 30, 2022. This agreement has been approved by County Council on May 27, 2021.

RECOMMENDATION:

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

Respectfully submitted,


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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10208	Division: SS	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Reid, Stefanie	<input type="checkbox"/> Revenue
	Program Contact: Reid, Stefanie	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: 21-23 Senior Citizens Council of Clackamas County

CONTRACT AMOUNT: \$160,784.00

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 7/1/2021 - 6/30/2022	<input checked="" type="checkbox"/> 4 or 5 Year -
<input checked="" type="checkbox"/> Upon Signature -	<input checked="" type="checkbox"/> Biennium -
<input checked="" type="checkbox"/> Other -	<input checked="" 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: Andrew Naylor Date Approved: Thursday, May 27, 2021
OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____
Date: _____

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

AGREEMENTS/CONTRACTS

X	New Agreement/Contract
	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Social Services

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: 21-23 Senior Citizens Council of Clackamas County

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/15/2021

PURPOSE OF

CONTRACT/AGREEMENT: Ongoing agreement for Guardianship & Guardianship
Diversion services.

H3S CONTRACT NUMBER: 10208

**CLACKAMAS COUNTY, OREGON
SUBRECIPIENT GRANT AGREEMENT 22-008**

This Agreement is between **Clackamas County** ("COUNTY"), a political subdivision of the State of Oregon, acting by and through its Health Housing & Human Services Department, Social Services Division – Area Agency on Aging, and **Senior Citizens Council of Clackamas County, Inc.** ("SUBRECIPIENT"), an Oregon Nonprofit Organization.

Clackamas County Data

Grant Accountant: Sue Aronson	Project Manager: Stefanie Reid-Danielson
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 503-742-5421 suea@clackamas.us	Clackamas County – Social Services Division 2051 Kaen Road Oregon City, OR 97045 503-655-8330 stefanierei@clackamas.us

Subrecipient Data

Finance/Fiscal Representative: Cindy Crowell	Program Representative: Same
Executive Director P.O. Box 1777 Oregon City, OR 97045 503-657-1366 cindy@seniorcitizenscouncil.com	Same
FEIN: 93-0693668	DUNS: 14-538-3139

RECITALS

1. Project description: This project is a cooperative effort by parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older.
2. This Subrecipient Grant Agreement ("Agreement") sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Agreement, COUNTY and SUBRECIPIENT agree as follows:

AGREEMENT

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed by both parties. Funds issued under this Agreement may be used to reimburse Subrecipient for eligible program services delivered no earlier than **July 1, 2021** and not later than **June 30, 2022**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. Eligible program services must be approved in writing by COUNTY as outlined in Exhibit 1 relating to the project. No grant funds are available for expenditures after the expiration date of this Agreement.
- 2. Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the services in accordance with the terms and conditions of this Agreement.
- 3. Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations including, but not limited to, the Older Americans Act, 42 U.S.C. § 3001 et. seq., and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding. SUBRECIPIENT shall further comply with any requirements required by the State of Oregon, Department of Human Services, Community Services & Supports Unit Older Americans Act Program Standards, together with any and all terms, conditions, and other obligations as may be required by the applicable local, State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein. SUBRECIPIENT agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary to comply with applicable State or Federal funding requirements.
- 4. Grant Funds.** COUNTY's funding for this Agreement is a combination of Federal, State and Local dollars as specified below by title and CFDA number as appropriate. The maximum, not to exceed, grant amount that COUNTY will pay is **\$160,784**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services.

 - a. Grant Funds.** COUNTY's funding of **\$60,819** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.044) issued to COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
 - b. Other Funds.** COUNTY's funding of **\$99,965** for the Guardianship/Conservator Program Expansion services outlined in this agreement are from County General Funds.
- 5. Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to COUNTY in writing at least forty-five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation

amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be suspended or terminated prior to the expiration of its term by:
 - a. Written notice provided by COUNTY resulting from material failure by SUBRECIPIENT to comply with any term of this Agreement, or;
 - b. Mutual agreement by COUNTY and SUBRECIPIENT.
 - c. Written notice provided by COUNTY that one or more anticipated funding sources, including but not limited to ODHS/APD or the federal government, has determined funds are no longer available for this purpose.
 - d. Written notice provided by COUNTY that it lacks sufficient funds, as determined by COUNTY in its sole discretion, to continue to perform under this Agreement.
 - e. Upon delivery of all contracted units or upon termination of this Agreement, unexpended balances of any funds shall remain with COUNTY.

7. **Effect of Termination.** The expiration or termination of this Agreement, for any reason, shall not release SUBRECIPIENT from any obligation or liability to COUNTY, or any requirement or obligation that:
 - a. Has already accrued hereunder;
 - b. Comes into effect due to the expiration or termination of the Agreement; or
 - c. Otherwise survives the expiration or termination of this Agreement.

8. **Funds Available and Authorized.** SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving the awards described in section 4, above, together with any other appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.

9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in Section 7.

10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
 - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D—*Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, SUBRECIPIENT agrees to comply with the standards set forth in the "OAA."

 - b. **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or

governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned.” All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to COUNTY within 15 days.

- c. **Personnel.** If SUBRECIPIENT becomes aware of any likely or actual changes to key systems, or grant-funded program personnel or administration staffing changes, SUBRECIPIENT shall notify COUNTY in writing within 30 days of becoming aware of the likely or actual changes and a statement of whether or not SUBRECIPIENT will be able to maintain compliance at all times with all requirements of this Agreement.
- d. **Cost Principles.** SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of SUBRECIPIENT.
- e. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period described in Section 1 of this Agreement.
- f. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
- g. **Budget.** SUBRECIPIENT’s use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. SUBRECIPIENT may not transfer grant funds between services without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or Agreement.
- h. **Research and Development.** SUBRECIPIENT certifies that this award is not for research and development purposes.
- i. **Payment.** SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- j. **Performance Reporting.** SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- k. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer Regulations at 31 CFR Part 205. Therefore, upon

execution of this Agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.

- l. Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.344—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or COUNTY, no later than 10 calendar days after the end date of this agreement.
- m. Universal Identifier and Contract Status.** SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (“DUNS”) as required for receipt of funding. In addition, SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, located at <https://www.sam.gov>.
- n. Suspension and Debarment.** SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- o. Lobbying.** SUBRECIPIENT certifies (Exhibit 7: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. C. 1352, which prohibits the use of Federal grant funds for litigation against the United States. SUBRECIPIENT certifies that it does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act (Public Law 104-65, section 3).
- p. Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200.501. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit. Subrecipients of Federal awards are required under the Uniform Guidance to submit their audits to the Federal Audit Clearinghouse (“FAC”) within 9 months from SUBRECIPIENT’S fiscal year end or 30 days after issuance of the reports, whichever is

sooner. The website for submissions to the FAC is <https://harvester.census.gov/facweb/sac/>. At the time of submission to the FAC, SUBRECIPIENT will also submit a copy of the audit to COUNTY. If SUBRECIPIENT does not meet the threshold for the Single Audit requirement, SUBRECIPIENT shall submit to COUNTY a financial audit or independent review of financial statements within 9 months from SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.

- q. Monitoring.** SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-332. COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- r. Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, in accordance with 2 CFR 200.334-337.
- s. Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to Clackamas County, as grantee, under those grant documents.
- t. Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original grant and this Agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any funds used by SUBRECIPIENT in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to COUNTY by law, in equity, or under this Agreement and all associated amendments.

11. Compliance with Applicable Laws

- a. **Federal Terms.** SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. COUNTY shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Disclosure of Information.** Any confidential or personally identifiable information (2 CFR 200.100) acquired by SUBRECIPIENT during the execution of the project should not be disclosed during or upon termination or expiration of this agreement for any reason or purpose without the prior written consent of COUNTY. SUBRECIPIENT further agrees to take reasonable measures to safeguard such information (in accordance with 2 CFR 200.303) and to follow all applicable federal, state and local regulations regarding privacy and obligations of confidentiality.
- e. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370, ORS 181A.195 and 181A.200 and ORS 443.004. Subject individuals are employees of SUBRECIPIENT; volunteers of SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

COUNTY will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the Oregon Department of Human Services ("DHS") Oregon Criminal History and Abuse Records Database system ("ORCHARDS") for SUBRECIPIENT's subject individuals as requested.
- f. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of SUBRECIPIENT's clients to whom SUBRECIPIENT provides services.
- g. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.

- h. Human Trafficking.** In accordance with 2 CFR Part 175, SUBRECIPIENT, its employees, contractors and subrecipients under this Agreement and their respective employees may not:
- i. Engage in severe forms of trafficking in persons during the period of the time the award is in effect;
 - ii. Procure a commercial sex act during the period of time the award is in effect; or
 - iii. Used forced labor in the performance of the Agreement or subaward under this Agreement, as such terms are defined in such regulation.

SUBRECIPIENT must inform COUNTY immediately of any information SUBRECIPIENT receives from any source alleging a violation of any of the above prohibitions in the terms of this Agreement. COUNTY may terminate this Agreement, without penalty, for violation of these provisions. COUNTY's right to terminate this Agreement unilaterally, without penalty, is in addition to all other remedies under this Agreement. SUBRECIPIENT must include these requirements in any subaward made to public or private entities under this Agreement.

- i. Confidentiality of Client Information.**
- i. All information as to personal facts and circumstances obtained by SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
 - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
 - iii. DHS, COUNTY and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

12. SUBRECIPIENT Standard Terms and Conditions. SUBRECIPIENT shall comply with the terms and conditions as incorporated hereto in Exhibit 4 – Subrecipient Standards Terms and Conditions.

14. Federal and State Procurement Standards

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

- b. COUNTY's performance under the Agreement is conditioned upon SUBRECIPIENT's compliance with, and SUBRECIPIENT shall comply with, the obligations applicable to public contracts under the Oregon Public Contracting Code and applicable Local Contract Review Board rules, which are incorporated by reference herein.
- c. SUBRECIPIENT must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. If SUBRECIPIENT has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, SUBRECIPIENT must also maintain written standards of conduct covering organizational conflicts of interest. SUBRECIPIENT shall be alert to organizational conflicts of interest or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. Contractors that develop or draft specifications, requirements, statements of work, and/or Requests for Proposals ("RFP") for a proposed procurement must be excluded by SUBRECIPIENT from bidding or submitting a proposal to compete for the award of such procurement. Any request for exemption must be submitted in writing to COUNTY.
- d. SUBRECIPIENT agrees that, to the extent they use contractors or subcontractors, such recipients shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

15. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this Agreement extends into COUNTY's next fiscal year, COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the Agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its elected officials, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to (1) SUBRECIPIENT'S breach of any term of this Agreement including, but not limited to, any claim by a State or Federal funding source that SUBRECIPIENT used funds for an ineligible purpose; or (2) SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
 - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, Inc. ("Ride Connection") its directors, officers, employees and agents, TriMet, its officers employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever

nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

- ii. **Non-Medical rides for Medicaid clients funds:** SUBRECIPIENT shall defend, save, hold harmless, and indemnify the State of Oregon, Human Services Division and their officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of SUBRECIPIENT or its officers, employees, subcontractors, or agents, in performance of this Agreement.

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

- i. **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this Agreement, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. This policy(s) shall be primary insurance as respects to COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.
 - I. Required for State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.
 - II. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
- ii. **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this Agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
 - (a) Required for State of Oregon for OAA funded and non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

- (b) Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage

- iii. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, elected officials, officers, and employees" as an additional insured.
 - (a) Required by State of Oregon for OAA funded services and non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
 - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
 - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
 - (ii) give Ride Connection and Tri-Met not less than thirty (30) days-notice prior to termination or cancellation of coverage; and
 - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.

- iv. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60-days written notice to COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60-days' notice of cancellation provision shall be physically endorsed onto the policy.

- v. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- vi. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the Agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.

- vii. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
 - viii. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the Agreement.
 - ix. **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of COUNTY and undertakes this work independent from the control and direction of COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.
- g. **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state without giving effect to the conflict of law provisions thereof. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon. In no event shall this section be construed as a waiver by the COUNTY of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- h. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

- i. **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- j. **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- k. **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- l. **Integration.** This Agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements. When a requirement is listed both in the main boilerplate of the agreement and in an Exhibit, the Exhibit shall take precedence.

This Agreement consists of fifteen (15) sections plus the following exhibits which by this reference are incorporated herein:

- Exhibit 1 Scope of Work: Purpose, Service Description, Service Objectives, and Elements of Completion
- Exhibit 2 Required Federal Terms and Conditions
- Exhibit 3 Subrecipient Standard Terms and Conditions
- Exhibit 4 Reporting Requirements
- Exhibit 5 Budget and Units of Service
- Exhibit 6 Congressional Lobbying Certificate
- Exhibit 7 Council Response from Previous Solicitation

(signature page follows)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

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

CLACKAMAS COUNTY

Senior Citizens Council of Clackamas County, Inc.

Commissioner: Tootie Smith, Chair

Commissioner: Sonya Fischer

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Mark Shull

Signing on Behalf of the Board:

By: Cindy Crowell
Cindy Crowell

Dated: 6/1/2021

By: _____
Tootie Smith, Chair

Dated: _____

Approved to Form:

By: _____
County Counsel

Dated: _____

Exhibit 1

PURPOSE, SERVICE DESCRIPTION, SERVICE OBJECTIVES AND ELEMENTS OF COMPLETION

1. PURPOSE OF THE SERVICES

The purpose of this contract is the cooperation of both parties in providing the Area Agency on Aging's designated services of nutrition services, outreach, assessment, information and assistance, case management, reassurance, transportation, health promotion and legal consultation for Clackamas County residents age 60 and older. The goal in providing these services is to assist older residents in meeting their individual needs by linking them with County resources.

SERVICE DESCRIPTION

- a. **GUARDIANSHIP/CONSERVATORSHIP PROGRAM:** Consists of managing the personal affairs of vulnerable, elderly County residents who are at risk and have been evaluated to be incapable of making competent decisions about their well-being. Agency provides this service to elderly persons for whom venue can be established in Clackamas County. Qualified OAA services for approved Guardianship Client, or clients in process of having Guardianship established, are:
 - i. Guardianship: (1 Unit = 1 hour) Performing legal and financial transactions on behalf of a client based upon a legal transfer of responsibility including establishing the guardianship/conservatorship.

- b. **GUARDIANSHIP DIVERSION PROGRAM:** Agency provides services intended to help insure that all possible alternatives are explored before the step of Guardianship is taken. In order to prevent or delay adjudication, and assure quality of care and services to Clackamas County low income, frail and vulnerable elderly, this program offers to appropriate referrals the below qualified OAA services:
 - i. Client assessment (1 Unit = 1 Assessment)
 - ii. Case Management (1 Unit = 1 Hour)
 - iii. Money Management (1 Unit = 1 Hour)
 - iv. Public Outreach and community education about alternatives to guardianship (1 Unit = 1 Presentation)

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c. **CASE MANAGEMENT:** Agency provides individualized and integrated access to an array of social service and health care options to assure appropriate levels of service and to maximize coordination in the service delivery system. Case management must include four general components: access, assessment, service implementation, and monitoring.
(1 Unit = 1 Hour)

i. Access & Assessments:

- (1) Informing clients of available services and, where appropriate, developing a goal-oriented service plan.
- (2) Utilize an approved assessment/intake form.
- (3) Assessment is re-done with a change in client life situation/condition - every six to twelve months.
- (4) May be billed upon submission of assessment/intake form.

ii. Service Implementation & Monitoring:

- (1) Provide early identification of current or potential problem areas.
- (2) Assess the need for changes/improvements in service.
- (3) Identify any gaps/unmet needs.
- (4) Review intervention results to determine if what was done achieved the desired result.
- (5) Determine if services should be discontinued.
- (6) Case monitoring services are available to frail but mobile elderly as well as homebound individuals.

3. **SERVICE OBJECTIVES and STANDARDS**

a. **Guardianship/Conservatorship Program**

Objective: To provide hours of service necessary to ensure the protected person's affairs are managed in their best interest.

Elements:

- i. Decisions regarding affairs of each protected person are discussed and made at bi-monthly meetings of Agency Guardianship/Conservatorship Technical Advisory Committee.
- ii. Contingency plans for alternative care are developed and followed in the event of an emergency for all protected persons who are dependent upon service providers for care in their own homes.
- iii. Confidentiality of client information is practiced at all times.
- iv. Checks are in place for client protection, i.e., bonding for each client, annual accounting to court, separate bank accounts for each protected person, and checks are signed by a signer other than the person drafting the check.
- v. Provide case management to keep track of client progress

b. Guardianship Diversion Program

Objective: To provide information to referrals and/or families about alternatives to guardianship.

Elements:

- i. Assess referral/client to determine needs
- ii. Make appropriate referrals to services which will help fulfill client's needs
- iii. Discuss guardianship alternatives with family, attorney and physician, if appropriate
- iv. Provide case management to keep track of client progress

c. Case Management

Objective: To provide contracted units of service throughout the contract period for County residents age 60 and older who are identified as needing assistance from County agencies.

Elements:

- i. Agency staff assesses clients within two weeks following their request for services or a referral from another source (outreach effort, gatekeeper, neighbor, family member, etc.).
- ii. Agency staff completes assessment on a County approved assessment/intake form.
- iii. Agency staff writes case plan, as appropriate, for the client from the information gathered on the assessment form.
- iv. Agency staff re-assesses clients' service needs/eligibility every twelve months or when their condition or life situation dramatically changes
- v. Agency staff reviews client case plans quarterly, at a minimum, and provides follow up contact by phone or home visits.
- vi. Agency staff (upon request from client, other agency or family member) provides additional follow up to coordinate services.
- vii. Agency staff consults with SPD Case Manager (if client has one) to maximize coordination of services. Consultations will be annotated on Case Monitoring forms within 2 work days.
- viii. Agency staff documents all reviews and additional follow ups on case monitoring contact forms which are kept in client record file.
- ix. Agency staff keeps all client information in a secured area, accessible to only authorized personnel.

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EXHIBIT 2

Required Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** SUBRECIPIENT shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, SUBRECIPIENT expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of Client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then SUBRECIPIENT shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then SUBRECIPIENT shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to DHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. SUBRECIPIENT shall include and require all subcontractors to include in all contracts with subcontractors

receiving more than \$150,000, language requiring the subcontractor to comply with the federal laws identified in this section.

4. **Energy Efficiency.** SUBRECIPIENT shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, SUBRECIPIENT certifies, to the best of SUBRECIPIENT's knowledge and belief that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, SUBRECIPIENT shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. SUBRECIPIENT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients and subcontractors shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - e. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
 - f. No part of any federal funds paid to SUBRECIPIENT under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting

for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to SUBRECIPIENT under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. HIPAA Compliance.** To the extent that any Work or obligations of SUBRECIPIENT related to this Agreement are covered by the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), SUBRECIPIENT must comply. SUBRECIPIENT shall determine if SUBRECIPIENT will have access to, or create any protected health information in the performance of any Work or other obligations under this Agreement. To the extent that SUBRECIPIENT will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, SUBRECIPIENT shall comply and cause all subcontractors to comply with the following:
- a.** Privacy and Security of Individually Identifiable Health Information. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between SUBRECIPIENT and COUNTY for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Agreement. To the extent that SUBRECIPIENT is performing functions, activities, or services for, or on behalf of COUNTY, in the performance of any Work required by this Agreement, SUBRECIPIENT shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OAR 407-014-0000 et. seq., or COUNTY HIPAA Privacy Policies and Notice of Privacy Practices. A copy of the most recent COUNTY HIPAA Privacy Policies and Notice of Privacy Practices may be obtained by contacting COUNTY.
 - b.** Data Transactions Systems. If SUBRECIPIENT intends to exchange electronic data transactions with COUNTY in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction,

SUBRECIPIENT shall execute an EDI Trading Partner Agreement and shall comply with EDI Rules.

- c. Consultation and Testing. If SUBRECIPIENT reasonably believes that SUBRECIPIENT's or COUNTY' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, SUBRECIPIENT shall promptly consult COUNTY Program Manager. SUBRECIPIENT or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and COUNTY testing schedule.
 - d. Business Associate Requirements. SUBRECIPIENT and all subcontractors shall comply with the same requirements for Business Associates set forth in OAR 125-055-0100 through OAR 125-055-0130 as a contractor of a Business Associate.
7. **Resource Conservation and Recovery.** SUBRECIPIENT shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.), Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
8. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For

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

9. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
10. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. SUBRECIPIENT shall acknowledge SUBRECIPIENT's understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid Agreement) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** SUBRECIPIENT shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.

12. Disclosure.

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

- 13. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms "grant" and "award" refer to funding issued by the federal funding agency to the State of Oregon. SUBRECIPIENT agrees that it has been provided the following notice:

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - i. The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, sub-grant or agreement under a grant or sub-grant.

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EXHIBIT 3

Subrecipient Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of Client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including SUBRECIPIENT and COUNTY, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that SUBRECIPIENT is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. SUBRECIPIENT represents and warrants as follows:
 - i. **Organization and Authority.** SUBRECIPIENT is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. **Due Authorization.** The making and performance by SUBRECIPIENT of this Agreement (a) have been duly authorized by all necessary action by

SUBRECIPIENT and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of SUBRECIPIENT's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which SUBRECIPIENT is a party or by which SUBRECIPIENT may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by SUBRECIPIENT of this Agreement.

- iii. Binding Obligation. This Agreement has been duly executed and delivered by SUBRECIPIENT and constitutes a legal, valid and binding obligation of SUBRECIPIENT, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
 - iv. SUBRECIPIENT has the skill and knowledge possessed by well-informed members of its industry, trade or profession and SUBRECIPIENT will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in SUBRECIPIENT's industry, trade or profession;
 - v. SUBRECIPIENT shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
 - vi. SUBRECIPIENT prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b. COUNTY represents and warrants as follows:
- i. Organization and Authority. COUNTY has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - ii. Due Authorization. The making and performance by COUNTY of this Agreement (a) have been duly authorized by all necessary action by COUNTY and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which COUNTY is a party or by which COUNTY may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by COUNTY of this Agreement, other than approval by the Department of Justice if required by law.
 - iii. Binding Obligation. This Agreement has been duly executed and delivered by COUNTY and constitutes a legal, valid and binding obligation of COUNTY, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Ownership of Intellectual Property.

- a. Definitions. As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
 - ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.
- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).
- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.
- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. **Records Maintenance; Access.** SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in

paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

7. **Records Retention.** SUBRECIPIENT shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. SUBRECIPIENT shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
8. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires SUBRECIPIENT or its subcontractor(s) to have access to or use of any COUNTY computer system or other COUNTY Information Asset for which COUNTY imposes security requirements, and COUNTY grants SUBRECIPIENT or its subcontractor(s) access to such COUNTY Information Assets or Network and Information Systems, SUBRECIPIENT shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
9. **Assignment of Agreement, Successors in Interest.**
 - a. SUBRECIPIENT shall not assign or transfer its interest in this Agreement without prior written approval of COUNTY. Any such assignment or transfer, if approved, is subject to such conditions and provisions as COUNTY may deem necessary. No approval by COUNTY of any assignment or transfer of interest shall be deemed to create any obligation of COUNTY in addition to those set forth in the Agreement.
 - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
10. **No Third Party Beneficiaries.** COUNTY and SUBRECIPIENT are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that SUBRECIPIENT's performance under this Agreement is solely for the benefit of COUNTY to assist and enable COUNTY to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
11. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the

remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

12. **Major Disaster Declaration** number DR4499OR Agreement Provisions. COUNTY is acquiring the services under this amended Agreement for the purpose of responding to the State of Emergency declared by the Governor on Saturday, March 7, 2020, and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. COUNTY intends to request reimbursement from the federal government, including but not limited to FEMA and from the resources provided by the Families First Coronavirus Response Act Funding and the Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding, for the costs, and SUBRECIPIENT shall provide to COUNTY timely reports that provide enough detail to COUNTY's reasonable satisfaction in order to obtain federal reimbursement.

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Exhibit 4
Reporting Requirements

1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th of the subsequent month.

Invoices and reports on units of service provided shall bear SUBRECIPIENT's name and address and be signed by an authorized representative of SUBRECIPIENT. The authorized signator of the invoice shall verify that the services purchased have been performed.

SUBRECIPIENT shall submit the following invoices and reports:

- a. Monthly OAA and County General Fund financial summaries including match and program income.
- b. Monthly National Aging Program Information System (NAPIS/Oregon Access) data for breakdown of client service and profile information.
- c. Additional financial reports for the administration of this contract, as required by COUNTY.

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

SUBRECIPIENT shall return to COUNTY all funds which were expended in violation of this contract.

2. PROGRAM ACTIVITY REPORTS

SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 5. These reports are due with the invoices. The format of these reports shall be designated or approved by COUNTY, and contain the following:

- a. OAA Service/unit summary with current reporting period figures.
- b. Monthly NAPIS/Oregon Access information for client registration and program service data including client identifiers for all new clients. Programs service data must be equal to or greater than units of service billed for.
- c. Guardianship/Conservator Program Expansion service/unit summary with quarterly reporting period figures.

3. AUDIT/MONITORING

SUBRECIPIENT shall permit authorized representatives of COUNTY and other applicable audit agencies of the state or federal government, to review the records of SUBRECIPIENT in order to satisfy program audit and evaluation purposes deemed necessary by COUNTY and permitted under law.

SUBRECIPIENT agrees to participate with COUNTY in any evaluation project or performance report, as designated by COUNTY or applicable state or federal SUBRECIPIENT, and to make available all information required by any such evaluation process.

COUNTY agrees to notify SUBRECIPIENT in writing of intent to conduct onsite evaluation of reported performance management data and SUBRECIPIENT agrees to provide COUNTY access to its facility and staff, all related programs and fiscal documents, SUBRECIPIENT'S reports and on any other related documentation to substantiate performance management reporting of data.

4. ADMINISTRATION

COUNTY Project Manager shall be the ADS Contract Specialist or any other person as shall be designated in writing by the Director of the Social Services Division. The Project Manager is authorized to approve invoices, make site inspections, and be COUNTY representative in matters related to this contract. SUBRECIPIENT shall designate one or more representatives in writing who shall be authorized to sign the invoices and accompanying activity reports.

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**Exhibit 5
Budget and Units of Service**

1. BUDGET

COUNTY's payment to the Agency will be based on the provision of the units of service and according to the service elements and amounts specified in this Exhibit.

Program Income: Agency acknowledges that all contributions received from participants or other persons for receipt of services from the Older Americans Act Title III-B Programs are program income. If this program income is equal to or less than the budgeted amount, the program income is to be spent before any Title III-B funds. If the program income is greater than the budgeted amount, the funds are to be used either to expand the service or reduce County's Title III-B contribution.

On the Unit cost the funding described "Program Income" (P.I.) and "Match" may be changed without a written amendment only if the change is not more than 9% between services. Service changes greater than 10%, or any increase in the total amount of County's contribution, need to be incorporated into this contract by a written amendment signed by both Agency and County. Such amendment shall not become effective until signed by both the Agency and County.

Agency agrees to provide matching funds for the service provision specified in this Exhibit as follows:

OAA Match shall be figured at 11.12% of the III-B funds contracted per service provision.

2. UNITS OF SERVICE

Agency or County may request substantive changes in the program activities as described in "Exhibit 1". Such changes must be mutually agreed upon by and between Agency and County and incorporated in a written amendment to this contract. Such amendment shall not become effective until signed by both the Agency and COUNTY.

Service Category	Unit of Measurement	Number of Unduplicated Clients to be Served
Guardianship/Conservator (OAA)	1 hour	35
Guardianship/Conservator Expansion (G/F)	1 hour	25
Guardianship Diversion	1 hour	55
Case Management	1 hour	55

3. UNIT COST SCHEDULE

SENIOR CITIZENS COUNCIL OF CLACKAMAS COUNTY, INC.

Fiscal Year 2021-22

	III B Funds	OAA Match	County Gen. Fund	P.I (If Applicable	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Number	16AAORT3S5						
CFDA Number	93.044						
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Guardian/Conservator	26,575	2,955	30,000	8,000	2074.62	\$67,530	\$27.27
Guardian Diversion	17,730	1,972	45,000	4,000	2300.33	\$68,702	\$27.27
Case Management	16,514	1,836	24,965	1,000	1521.05	\$44,315	\$27.27
TOTALS	\$60,819	\$6,763	\$99,965	\$13,000		\$180,547	

Total Cost Equals (1 + 2 + 3 + 4 = 6)

Source of OAA Match - Staff time

Contract Amount: \$160,784

Federal Award Total: \$ 60,819.00

EXHIBIT 6
CONGRESSIONAL LOBBYING CERTIFICATE

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with THIS Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Federal Regulations 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)].

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

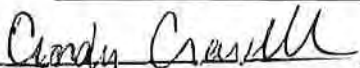
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

SUBRECIPIENT, Senior Citizens Council of Clackamas County, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 6/1/2021

Company Name: Senior Citizens Council of Clackamas County, Inc.

Signature: 

Name: Cindy Crowell
(printed)

Title: Executive Director

Senior Citizens Council of Clackamas County
Subrecipient Grant Agreement #22-008

EXHIBIT 7
COUNCIL'S RESPONSE FROM PREVIOUS SOLICITATION

1. Describe your grievance procedure for clients and how CCSS will fit in the process:

All Senior Council employees will be familiar with this grievance procedure, will encourage dissatisfied clients to use it, and may assist them in doing so.

All grievances and response to grievances shall be in writing. Clients may write their own letter of grievance, or may sign a letter of grievance written with assistance of others, including Senior Council employees.

Grievances shall be filed with the appropriate staff member. If the grievance is against a specific staff member then the grievance shall be sent to the Executive Director or to the President of the Board of Directors if the grievance is against the Executive Director. The grievance must be filed within 30 days of the event about which the client has a grievance. The staff member or Executive Director shall investigate and take whatever action is deemed appropriate and respond to the client within 30 days of the receipt of the letter of grievance.

If the client is dissatisfied with the staff or Executive Director's resolution of the matter, the client may send a written grievance to the President of the Board of Directors. The grievance shall be sent to the attention of the President at the council office, marked "***grievance- confidential***", within 30 days of the date of the response from the staff or Executive Director. The Board President shall review the grievance and respond to the client, in writing, within 30 days.

If the client is dissatisfied with the Board of Director's President's resolution, the client may file one final grievance to the Board of Director's Executive Committee. The grievance shall be sent to the attention of the Board of Director's Executive Committee at the council office, marked "***final grievance-confidential***", within 30 days of the date of the response from the Board President. The Executive Committee shall invite a representative from Clackamas County Social Services to meet with or provide input to the Executive Committee. The Executive Committee shall review the grievance and respond to the client, in writing, within 30 days. The actions taken by the Executive Committee shall be final.

2. Describe the organization's procedure for prioritizing services for the target population of frail, low income, minority and rural residents age 60 and older:

Usually, on a first come, first served basis; however, great attention is given to those in greatest need of help. The Guardianship Program and the Clearinghouse pay particular attention to need

3. Describe SUBRECIPIENT's operating procedures (use space provided only):

a. Hours of Operation: From 8:30 a.m. to 4:30 p.m.

Total hours per day: 8 1/2 hrs

Total hours per week: 42 1/2 hrs

b. Official Closures:

- New Year's Day, January 1
- The day before or after New Year's Day
- Presidents' Day or Martin Luther King Day
- Memorial Day, last Monday in May
- Independence Day, Fourth of July
- Labor Day, first Monday in September
- Veterans' Day, November 11
- Thanksgiving (fourth Thursday in November) and day after Thanksgiving
- Christmas, December 25
- The day before or after Christmas

4. Please describe the boundaries of the area for which a person propose to provide services.
All of Clackamas County

5. Show an organizational chart which identifies staff positions and FTE within the contracted program.

Executive Director/Program Coordinator (1.0 FTE)

- 20% FTE Guardianship/Conservatorship
- 10% FTE Guardianship Diversion
- 70% Administration

Director of Client Services (1.0 FTE)

- 40% FTE Diversion
- 55% FTE Guardianship/Conservatorship
- 5% Administration

Director of Legal/Financial Services (1.0 FTE)

- 30% FTE Diversion
- 65% FTE Guardianship/Conservatorship
- 5% Administration

Office Manager (0.8FTE)

- 26% FTE Guardianship/Conservatorship
- 10% FTE Guardianship Diversion
- 44% Administration

Guardianship/Conservatorship Case Manager (.8 FTE)

- 60% FTE Guardianship/Conservatorship
- 20% FTE Diversion

Case Manager Aide (0.905 FTE)

- 80% FTE Diversion
- 20% FTE Guardianship/Conservatorship

6. Describe methods for providing information about services.

- | | | |
|----------------|------------------|------------------------|
| Brochures | Television | Video Guard./Conser. |
| Speeches | Newspapers | In-Home Svs Manual |
| Fliers | Radio | Informational Mailings |
| Over the phone | Manual G/Conser. | |

Senior Citizens Council of Clackamas County

Subrecipient Grant Agreement #20-010

Page 36 of 36

July 15, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Requesting approval to execute an Intergovernmental Agreement between Health, Housing and Human Services Department (H3S) and the Housing Authority of Clackamas County (HACC) to fund the cost of administering the Supportive Housing Services (SHS) Program

Purpose/Outcomes	Approval of the IGA between H3S and HACC to transfer funds for the SHS Program.
Dollar Amount and Fiscal Impact	No Max. No county general funds
Funding Source	Metro Measure 26-210– Supportive Housing Services Fund
Duration	10 years
Previous Board Action	N/A
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities 2. Build public trust through good government
Counsel Review	A.N. 6/23/2021
Contact Person	Rodney Cook Interim Director, H3S 503-650-5677
Contract No.	10244

BACKGROUND:

The Health, Housing and Human Services Department (H3S) requests approval to execute an Intergovernmental Agreement with the Housing Authority of Clackamas County (HACC), a Division of the Health, Housing and Human Services Department. This IGA would allow the transfer of the Metro 26-210 measure funds to HACC to administer the Supportive Housing Services (SHS) program. HACC has been engaged in planning efforts since the measure was passed to ensure Clackamas County is eligible for funding from Measure 26-210 and prepared to begin serving our most vulnerable neighbors as soon as funding begins to flow from Metro.

Measure 26-210 is a tax on high income earners and high profit businesses that was passed by Metro region voters last May. Although tax collection has already begun accruing, it is anticipated that it could take some time before the new tax will reach full taxation. Limited funding is scheduled to begin flowing to HACC monthly starting in July 2021. Revenue estimates are \$24.5M for year one and \$51M at full taxation.

RECOMMENDATION:

Staff recommends the approval of the IGA between H3S and HACC.

Respectfully submitted,

Mary Roalson for Rodney A. Cook

Rodney Cook, Interim Director
Health, Housing & Human Services

**INTERGOVERNMENTAL AGREEMENT
BETWEEN HOUSING AUTHORITY OF CLACKAMAS COUNTY
AND CLACKAMAS COUNTY**

THIS AGREEMENT (this "Agreement") is entered into between the Housing Authority of Clackamas County ("HACC") and Clackamas County, through its Health, Housing and Human Services Department, Administration Division ("County"), for administering use of funds ("Funds") received through the Metro Regional Government's ("Metro") supportive housing services income tax (Ballot Measure 26-210, hereinafter the "Measure"), collectively referred to as the "Parties" and each a "Party." HACC is a Public Corporation, established under the Federal Housing Act of 1937 and the provisions of Chapter 456 of the Oregon Revised Statutes.

RECITALS

Pursuant to a revenue sharing agreement entered into by and between the County and Metro, the County will receive Funds from the supportive housing services income tax to use in accordance with the Measure and the County's approved local implementation plan (the "LIP"). Receipt of the Funds is contingent upon collection by Metro.

The County and HACC have agreed that HACC shall be primarily responsible for use of the Funds in accordance with the LIP and consistent with the Measure, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County.

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

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

TERMS

1. **Term.** This Agreement shall be effective upon execution, and shall expire after ten (10) years or when Funds are no longer received through the measure, whichever occurs later.
2. **Scope of Work.** Upon receipt of the Funds from Metro, the County will transfer the funds to HACC to use in accordance with the LIP, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County.

Prior to distribution of the Funds to HACC, the County will withhold any amounts required to be held in reserve under the Measure or any subsequent agreement entered into by and between Metro and the County.
3. **Payment.** Unless otherwise specified, HACC shall submit monthly invoices to County to be reconciled against the advancements of Funds.
4. **Reimbursement.** HACC shall comply with the terms and conditions for use of Funds set forth in the LIP, the revenue sharing agreement, and any subsequent agreement entered into by and between Metro and the County. HACC's misuse of the Funds shall constitute a material breach of this Agreement. Such material breach shall give rise to County's right, but not obligation, to withhold further Funds until compliance is met, reclaim Funds in the case of omissions or misrepresentations in financial or programmatic reporting, require repayment of any Funds used by HACC in violation of this Agreement, to terminate this Agreement, and to pursue any right or remedy available to County at law, in equity, or under this Agreement..

5. Representations and Warranties.

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

6. Termination.

- A. Either the County or HACC may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the County or HACC may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
 - C. The County or HACC shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
 - D. Either Party may terminate this Agreement in the event that Party fails to receive expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Agreement is prohibited or a Party is prohibited from paying for such work from the planned funding source.
 - E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 7. Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend HACC, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.

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

8. **Insurance.** The County is self-insured and HACC is insured by the Housing Authority Risk Retention Pool (HARRP). The Parties agree to maintain levels of insurance, or self-insurance, sufficient to satisfy their obligations under this Agreement and all requirements under applicable law.
9. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

Ed Johnson or their designee will act as liaison for the County.

Contact Information:

Health, Housing and Human Services, 2051 Kaen Road, Oregon City, OR 97045
ejohnson@clackamas.us, 503-742-5325

Valrid Brown or their designee will act as liaison for HACC.

Contact Information:

Housing Authority of Clackamas County, PO Box 1510, Oregon City, OR 97045
vbrown@clackamas.us, 503-655-8279

10. General Provisions.

- A. **Dispute Resolution.** In the event a dispute arises under this Agreement, the Parties agree to the following dispute resolution process. First, the Parties will elevate the dispute to the Executive Director, on behalf of HACC, and the Director of the Department of Health, Housing, and Human Services, on behalf of the County, to attempt to resolve. If resolution is unsuccessful, the Parties will elevate the dispute to the respective Board of Commissioners for HACC and the County for final resolution.
- B. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and HACC that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States

District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. HACC, by execution of this Agreement, hereby consents to the in persona jurisdiction of the courts referenced in this section.

- C. **Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- D. **Further Assurances.** Both Parties shall take all necessary steps, and execute and deliver any and all necessary written instruments, to ensure compliance with any agreement entered into by and between Metro and the County governing use of the Funds, including, but not limited to, executing all additional documentation as may be reasonably necessary for the County to continue to receive the Funds.
- E. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- F. **Access to Records.** HACC shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. HACC shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, HACC shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- G. **Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- H. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- I. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein

regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.

- J. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- K. **No Third-Party Beneficiary.** HACC and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- L. **Subcontract and Assignment.** HACC shall not enter into any subcontracts for any of the work required by this Agreement, or assign or transfer any of its interest in this Agreement by operation of law or otherwise, without obtaining prior written approval from the County, which shall be granted or denied in the County's sole discretion. County's consent to any subcontract shall not relieve HACC of any of its duties or obligations under this Agreement.
- M. **Counterparts.** This Agreement may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.
- O. **Successors in Interest.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- P. **Survival.** All provisions in Sections 7, and 10 (A), (B), (D), (E), (F), (G), (H), (I), (J), (K), (N), (P), (R), and (S) shall survive the termination of this Agreement, together with all other rights and obligations herein which by their context are intended to survive.
- Q. **Force Majeure.** Neither HACC nor County shall be held responsible for delay or default caused by events outside of HACC or County's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, HACC shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- R. **Confidentiality.** HACC acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire confidential information. Any and all information of any form obtained by HACC or its employees or agents in the performance of this Agreement shall be deemed confidential information of the County ("Confidential Information"). HACC agrees to hold Confidential Information in strict confidence, using at least the same degree of care that HACC uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use

Confidential Information for any purpose unless specifically authorized in writing under this Agreement.

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

Signatures on following page

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

**HOUSING AUTHORITY OF
CLACKAMAS COUNTY BOARD**

Commissioner Tootie Smith, Chair

Commissioner Sonya Fischer

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Mark Shull

Resident Commissioner Anne Leenstra

Signing on Behalf of the Housing Authority Board

Jill Smith, Executive Director
Housing Authority of Clackamas County

Date

CLACKAMAS COUNTY

Commissioner Tootie Smith, Chair

Commissioner Sonya Fischer

Commissioner Paul Savas

Commissioner Martha Schrader

Commissioner Mark Shull

Signing on Behalf of the Clackamas County Board

Tootie Smith, Chair

Date

July 15, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the
Local Public Health Authority for Clackamas County

Purpose/Outcomes	Represents the base funding for public health programs in Clackamas County.
Dollar Amount and Fiscal Impact	Contract maximum value is \$2,799,273.00
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective July 1, 2021 and terminates on June 30, 2023
Previous Board Action	No previously Board Action
Strategic Plan Alignment	1. Improved Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	County counsel has reviewed and approved this document on June 3, 2021 KR
Procurement Review	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This item is an IGA
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10213

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. This renewal agreement represents the base funding for public health programs in Clackamas County. It allows the Clackamas County Public Health Division (CCPHD) to provide public health related services to Clackamas County residents, such as, HIV Prevention Services, Tobacco Prevention and Education, and Women’s, Infants, and Children (WIC) Program. Contract maximum value is \$2,799,273.00

This contract is effective July 1, 2021 and continues through June 30, 2023.

Page 2 Staff Report
July 15, 2021
Agreement #10213

RECOMMENDATION:

Staff recommends the Board approve this Agreement.

Respectfully submitted,


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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10213	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	Program Contact: Mason-Joyner, Philip	<input type="checkbox"/> Amend # \$
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: OR-Oregon Health Authority

CONTRACT AMOUNT: \$2,799,273.00

TYPE OF CONTRACT

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

DATE RANGE

- | | |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____ - _____ | <input type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <input checked="" type="checkbox"/> Retroactive Request? 7/1/2020 - 6/30/2023 |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived

If no, explain why: _____

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Kathleen Rastetter _____ Date Approved: Thursday, June 3, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

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

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: OR-Oregon Health Authority _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/15/2021

PURPOSE OF

CONTRACT/AGREEMENT: 2021-2023 Local Public Health Authority Agreement
for Public Health Services.

H3S CONTRACT NUMBER: 10213

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice), or 503-378-3523 (TTY) to arrange for the alternative format.

AGREEMENT #169503

**2021-2023 INTERGOVERNMENTAL AGREEMENT
FOR THE FINANCING OF PUBLIC HEALTH SERVICES**

This 2021-23 Intergovernmental Agreement for the Financing of Public Health Services (the “Agreement”) is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County, the Local Public Health Authority for Clackamas County (“LPHA”).

RECITALS

WHEREAS, ORS 431.110, 431.115 and 431.413 authorizes OHA and LPHA to collaborate and cooperate in providing for basic public health services in the state, and in maintaining and improving public health services through county or district administered public health programs.

WHEREAS, ORS 431.250 and 431.380 authorize OHA to receive and disburse funds made available for public health purposes.

WHEREAS, LPHA has established and proposes, during the term of this Agreement, to operate or contract for the operation of public health programs in accordance with the policies, procedures, and administrative rules of OHA.

WHEREAS, LPHA has requested financial assistance from OHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, OHA is acquiring services under this Amendment for the purpose of responding to the state of emergency declared by the Governor on Saturday, March 7, 2020 and pursuant to the Major Disaster Declaration number DR4499OR as a direct result of the COVID-19. OHA intends to request reimbursement from FEMA for all allowable costs.

WHEREAS, OHA is willing, upon the terms and conditions of this Agreement, to provide financial assistance to LPHA to operate or contract for the operation of LPHA’s public health programs.

WHEREAS, nothing in this Agreement shall limit the authority of OHA to enforce public health laws and rules in accordance with ORS 431.170 whenever LPHA administrator fails to administer or enforce ORS 431.001 to 431.550 and 431.990 and any other public health law or rule of this state.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

- 1. Effective Date and Duration.** This Agreement shall become effective on July 1, 2021 regardless of the date of signature. Unless terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2023.
- 2. Agreement Documents, Order of Precedence.** This Agreement consists of the following documents:

This Agreement without Exhibits

Exhibit A Definitions

Exhibit B Program Element Descriptions

Exhibit C Financial Assistance Award and Revenue and Expenditure Reporting Forms

Exhibit D Special Terms and Conditions

OHA - 2021-2023 INTERGOVERNMENTAL AGREEMENT - FOR THE FINANCING OF PUBLIC HEALTH SERVICES

- Exhibit E General Terms and Conditions
- Exhibit F Standard Terms and Conditions
- Exhibit G Required Federal Terms and Conditions
- Exhibit H Required Subcontract Provisions
- Exhibit I Subcontractor Insurance Requirements
- Exhibit J Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

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

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

3. SIGNATURES.

STATE OF OREGON, ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: Rodney A. Cook
Title: Interim Director, Health, Housing and Human Services
Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Agreement form group-approved by Steven Marlowe, Senior Assistant Attorney General, Tax and Finance Section, General Counsel Division, Oregon Department of Justice by email on May 25, 2021, copy of email approval in Agreement file.

REVIEWED BY:

OHA PUBLIC HEALTH ADMINISTRATION

By: _____
Name: Derrick Clark (or designee)
Title: Program Support Manager
Date: _____

July 15, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval for an Intergovernmental Agreement with
Sandy Fire District for Medical Direction

Purpose/Outcomes	This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for Sandy Fire District
Dollar Amount and Fiscal Impact	Maximum contract value is \$7,350.
Funding Source	Emergency Medical Services Coordination – No General Funds are used.
Duration	Effective July 1, 2021 and terminates on June 20, 2022
Previous Board Action	No Previous Board Action
Strategic Plan Alignment	1. Improved community safety and health 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has review and approved this document on June 21, 2021 KR
Contact Person	Philip Mason-Joyner, Public Health Director – (503)742-5956
Contract No.	10237

Background

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

The maximum contract value is \$7,350. This agreement is effective July 1, 2021 and expires on June 30, 2022.

Page 2 Staff Report
July 15, 2021
Agreement #10237

RECOMMENDATION:

Staff recommends the Board approval of this agreement.

Respectfully submitted,

Mary Roubaugh for Rodney A. Cook

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10237	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	Program Contact: Mason-Joyner, Philip	<input type="checkbox"/> Amend # \$
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: Sandy Fire District

CONTRACT AMOUNT: \$7,350.00

TYPE OF CONTRACT

- | | |
|---|--|
| <input type="checkbox"/> Agency Service Contract | <input type="checkbox"/> Memo of Understanding/Agreement |
| <input type="checkbox"/> Construction Agreement | <input type="checkbox"/> Professional, Technical & Personal Services |
| <input checked="" 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 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year - |
| <input type="checkbox"/> Upon Signature - | <input type="checkbox"/> Biennium - |
| <input type="checkbox"/> Other - | <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: Kathleen Rastetter Date Approved: Monday, June 21, 2021
OR
 This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

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

AGREEMENTS/CONTRACTS

X

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Public Health

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: Sandy Fire District _____

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/15/2021 _____

PURPOSE OF

CONTRACT/AGREEMENT: Sandy Fire District is contracting with County for EMS
Medicaical Direction.

H3S CONTRACT NUMBER: 10237 _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLACKAMAS COUNTY
AND SANDY FIRE DISTRICT**

Agreement #10237

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

RECITALS

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

Sandy Fire Distract desires to contract with County to receive medical direction services for their Emergency Medical Program.

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

TERMS

1. **Term.** This Agreement shall be effective July 1, 2021, and shall expire upon the completion of each and every obligation of the Parties set forth herein, or June 30, 2022, whichever is sooner.
2. **Scope of Work.** The Parties agree to provide the services further identified in the Scope of Work attached hereto as Exhibit A and incorporated herein ("Work").
3. **Consideration.** The Agency agrees to pay County a sum not to exceed Seven thousand- three hundred-fifty dollars (\$7,350) for the Work required by this Agreement.
4. **Representations and Warranties.**
 - A. *Agency Representations and Warranties:* Agency represents and warrants to County that Agency has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms.
 - B. *County Representations and Warranties:* County represents and warrants to Agency that County has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of County enforceable in accordance with its terms.
 - C. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
5. **Termination.**
 - A. Either the County or the Agency may terminate this Agreement at any time upon thirty (30) days written notice to the other party.
 - B. Either the County or the Agency may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of

the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.

- C. The County or the Agency shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. The County may terminate this Agreement in the event the County fails to receive expenditure authority sufficient to allow the County, in the exercise of its reasonable administrative discretion, to continue to perform under this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Project under this Agreement is prohibited or the County is prohibited from paying for such work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

6. Indemnification.

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

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

- 7. **Insurance.** The Agency agrees to furnish the County with evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for

each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of Clackamas County, and their officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Agreement. If self-insured, Agency shall provide documentation to the County of Agency's self-insured status by completing the Self-Insurance Certification form provided by the County.

8. **Notices; Contacts.** Legal notice provided under this Agreement shall be delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt. Any communication or notice sent by electronic mail to an address indicated herein is deemed to be received 2 hours after the time sent (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Either Party may change the Party contact information, or the invoice or payment addresses by giving prior written notice thereof to the other Party at its then current notice address.

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

Contact Information:

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

- Phil Schneider or their designee will act as liaison for the Agency.

Contact Information:

17460 Brums Avenue
Sandy, OR 97055
(503) 668-8093
p.schneider@sandyfire.org

9. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and Agency that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity,

governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Agency, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

- B. Compliance with Applicable Law.** Both Parties shall comply with all applicable local, state and federal ordinances, statutes, laws and regulations. All provisions of law required to be a part of this Agreement, whether listed or otherwise, are hereby integrated and adopted herein. Failure to comply with such obligations is a material breach of this Agreement.
- C. Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. Access to Records.** Agency shall retain, maintain, and keep accessible all records relevant to this Agreement ("Records") for a minimum of six (6) years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Agency shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, Agency shall permit the County's authorized representatives' access to the Records at reasonable times and places for purposes of examining and copying.
- E. Work Product.** All work performed under this Agreement shall be considered work made for hire and shall be the sole and exclusive property of the County. The County shall own any and all data, documents, plans, copyrights, specifications, working papers and any other materials produced in connection with this Agreement. On completion or termination of the Agreement, the Agency shall promptly deliver these materials to the County's Project Manager.
- F. Hazard Communication.** Agency shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 137, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon

County's request, Agency shall immediately provide Material Safety Data Sheets for the products subject to this provision.

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

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

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


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

Clackamas County

Chair, Board of County Commissioners

Date

Sandy Fire District



Phil Schneider, Fire Chief

Date

6-22-2021

Exhibit A

SCOPE OF WORK

I. Purpose

- A. This Agreement provides the basis for a cooperative working relationship for the provision of medical direction for the Sandy Fire District

II. Scope of Cooperation

A. County agrees to:

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

B. Agency agrees to:

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

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

III. Compensation

- A. Agency will pay to County an amount not to exceed \$7,350. for services described in Exhibit A. Payments shall be requested and made as follows:

Monthly payments of \$612.50 will be requested by invoice from County.

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

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

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

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement Amendment #2 with
Metropolitan Family Services continue to provide
Kindergarten Readiness Partnership & Innovation Services (KPI)

Purpose/Outcome	Metropolitan Family Services will provide evidence-based Early Learning Summer Programming workshops to children and parents, to include Ready Set Go! and Make Parenting a Pleasure. Additional funding is also provided for Professional Development to Metropolitan Family Services staff to focus on Family Explore and Habits of Mind Training.
Dollar Amount and Fiscal Impact	Amendment #2 adds \$35,423 for a maximum value of \$168,718 and extends the end date to September 30, 2021. No County General Fund involved and no match required.
Funding Source	State of Oregon, Dept of Education through its Early Learning Division (\$156,325) and Oregon State University Student Success Act Funds (\$12,393)
Duration	This amendment is effective July 1, 2021 for services ending September 30, 2021.
Previous Board Action/Review	071620-A6
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant agreement has been reviewed and approved by County Counsel on 06/08/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer 971-533-4929
Contract No.	CFCC 9477

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Amendment #2 with Metropolitan Family Services to provide culturally responsive-programs dedicated to help children and their parents transition into kindergarten. Kindergarten Readiness programs strengthen connections and collaboration between the early care and education sector and local K-12 systems and schools to support a smooth transition into Kindergarten and lifelong success.

This Local Subrecipient Grant Agreement Amend #2 is effective upon signature by all parties for services starting on July 1, 2021 and terminating on September 30, 2021. This Agreement has a maximum value of \$168,718.

Healthy Families. Strong Communities.

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

www.clackamas.us

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

May Rowland for Rodney A Cook

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9477	Division:	CFCC	<input type="checkbox"/> Subrecipient
Board Order #:		Contact:	Jessica Duke	<input type="checkbox"/> Revenue
		Program Contact:	Chelsea Hamilton	<input checked="" type="checkbox"/> Amend # 2 \$ 35,423.00
				<input type="checkbox"/> Procurement Verified
				<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: Metropolitan Family Services, Inc.

CONTRACT AMOUNT: \$168,718.00

TYPE OF CONTRACT

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

DATE RANGE

<input type="checkbox"/> Full Fiscal Year _____ - _____	<input type="checkbox"/> 4 or 5 Year _____ - _____
<input checked="" type="checkbox"/> Upon Signature _____ - 9/30/2021	<input type="checkbox"/> Biennium _____ - _____
<input type="checkbox"/> Other _____ - _____	<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?

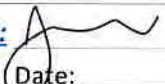
No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Tuesday, June 8, 2021
OR

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

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: June 16, 2021

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

AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Metropolitan Family Services, Inc.

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 7/8/2021

PURPOSE OF

CONTRACT/AGREEMENT: Metropolitan Family Services will offer Ready Set Go! workshops in the North Clackamas area. Ready Set Go! is a culturally responsive early learning model that brings children (three to five years old) and their caregivers together in a rich learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success.

- Metropolitan Family Services will offer and facilitate Ready Set Go! workshops for children, their parents and primary care-givers.
- Kindergarten eligible children will be connected with their local elementary school
- Ready Set Go! families in North Clackamas will be receive home visits or individual meetings to connect them with behavioral, social, emotions, or community resources to meet the needs of their children and family situation

Amendment #2 with Metropolitan Family Services will continue to provide Summer Extension Early Learning workshops to children and families and will provide Professional Development to MFS staff to focus on Family Explore and Habits of Mind Training.

H3S CONTRACT NUMBER: 9477

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

<u>Local Recipient Agreement Number: 9477</u>	<u>Board Order Number: 071620</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 2</u>
<u>Local Recipient: Metropolitan Family Services</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment adds to the maximum compensation and updates the Scope of Work to provide evidence-based Early Learning Summer programming and workshops to children and parents, to include Ready Set Go! And Make Parenting a Pleasure. Additional funding is also provided for Professional Development of Metropolitan Family Services (MFS) staff to focus on Family Explore and Habits of Mind training.

Maximum compensation is increased by \$35,423 for a revised maximum of \$168,718. The amendment becomes effective when it is fully executed for services ending September 30, 2021.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with ***“bold/italic”*** font for easy reference.

Amend Recital:

2. SUBRECIPIENT will facilitate Ready Set Go! family workshops. Ready Set Go!, is a culturally responsive-program dedicated to help transition children and their parents into kindergarten. This Early Learning model brings children, caregivers and parents together in a rich learning environment through parent-child interaction groups, home visits, story times, evening family activities and engagement events, and kindergarten readiness workshops for family's pre-kindergarten aged children in North Clackamas County as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.

To Read:

3. SUBRECIPIENT will facilitate Ready Set Go! ***and Make Parenting a Pleasure family workshops***. These workshops are culturally responsive-programs dedicated to help transition children and their parents into kindergarten. These Early Learning models bring children, caregivers and parents together in a rich learning environment through parent-child interaction groups, home visits, story times, evening family activities and engagement events, and kindergarten readiness workshops for family's pre-kindergarten aged children as outlined in Exhibit A-1: Scope of Work, Exhibit A-2 Performance Reporting Schedule and Work Plan Quarterly Report.

AMEND:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than

October 1, 2019 and not later than June 30, 2021, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this **Amendment** may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **July 1, 2021** and not later than **September 30, 2021**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

AMEND:

2. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this agreement is \$133,295.

TO READ:

2. **Grant Funds.** COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY **(\$156,325) and Oregon State University Student Success Act funds (\$12,393). The maximum, not to exceed, grant amount COUNTY will pay on this agreement is \$168,718.**

REPLACE:

Exhibit A-1 SCOPE OF WORK

WITH:

EXHIBIT A-1 SCOPE OF WORK (July 1, 2021-September 30, 2021)

PROGRAM GOALS

Kindergarten Readiness Partnership & Innovation Program is intended to:

- I. Promote community and school partnerships that improve children's readiness for kindergarten, in alignment with the goals, objectives, and strategies in *Raise Up Oregon* (<https://oregonearlylearning.com/raise-up-oregon>).
- II. Strengthen connections and collaboration between the early care and education sector and local kindergarten-grade 12 (k-12) systems and schools by investing in innovating and promising models for early learning/K-12 integration across the state that can be scaled and replicated.
- III. Build a body of evidence that Oregon can use to create stronger alignment between its early care and education and K-12 sectors.

Oregon Parenting Education Collaborative (funded through OSU) goals are to expand parenting education opportunities in Clackamas and Multnomah Counties to increase parenting skills and knowledge of healthy child development and to promote early learning and readiness for kindergarten.

PROGRAM ACTIVITIES

Metropolitan Family Services **will continue** to offer Ready Set Go! workshops. Ready Set Go! is a culturally responsive early learning model that brings children (three to five years old) and their caregivers together in a rich learning environment where Parent-Child Interaction Groups, Parenting Groups, and Community Engagement are designed to support a smooth transition into Kindergarten and lifelong success.

- ***By September 30, 2021*** Metropolitan Family Services will offer and facilitate Ready Set Go! workshops for children, their parents and primary care-givers.
- ***By September 30, 2021*** eligible children will be connected with their local elementary school
- ***By September 30, 2021*** Ready Set Go! families in North Clackamas will be receive home visits or individual meetings to connect them with behavioral, social, emotions, or community resources to meet the needs of their children and family situation

- ***By September 30, 2021 Metropolitan Family Services will conduct one Spanish class-series of Make Parenting A Pleasure targeting families in Clackamas and Multnomah Counties.***

- ***By September 30, 2021 Metropolitan Family Services staff will receive Professional Development training focused on Family Explore Concepts and Habits of Mind.***

ADD:

Exhibit A-2 OSU/SSA Work Plan Quarterly Report

Activities/Outputs	Intermediate Outcomes/Measurement Tool		July – Sept 2021	TOTAL
<p>By Sept 30, 2021, conduct one Spanish class series of Make Parenting A Pleasure (total of 10 sessions), with a minimum of 8 unduplicated parents. Classes may be offered virtually or in person. They make target families from Clackamas & Multnomah county.</p>	<p>75% of participants in Spanish-speaking Parenting Education classes will report an increase in quality of parent-child/youth interactions as measured by Parenting Skills Ladder (PSL) responses.</p> <p>75% of participants in Spanish speaking Parent Education classes will attend at least 70% of the 8 sessions offered.</p> <p>Measured by Parenting Skills Ladder survey, facilitator observations</p>	<p># sessions offered during the quarter</p> <p># of parents attending at least one class:</p> <p>Average # of parents at each class:</p> <p># of parents attending at least 70% of class sessions offered: (measured at series end)</p> <p>Average # of children in childcare each night:</p> <p># of families with DHS involvement</p> <p># Assessed with PSL</p> <p># Successful based on PSL</p>		
<p>By Sept 30, 2021 a minimum of 12 MFS staff will receive 6 hours of Professional Development focused on Family Explore Concepts & Habits of Mind.</p>	<p>75% of participants will indicate training will positively impact their ability to serve families (measure by exit survey)</p>	<p># hours of PD offered during the quarter</p> <p># of staff attending 100% of training hours offered:</p> <p># of staff indicating positive impact or growth in skills (measured by exit survey)</p>		

Reporting Requirements

Monthly report, general ledger and reimbursement request

- No later than the 15th of every month
- Chelsea Hamilton (chamilton@clackamas.us) and Stephanie Radford (sradford@clackamas.us)

Quarterly Report

- **July-September 2021 DUE October 15, 2021**

Testimonial or story

Please provide two testimonials or stories related to your quality work with families for each site you provide services. Completed testimonial due by October 15, 2021 but may be submitted at any time. Your testimonial page serves as a platform to demonstrate how this project has facilitated innovative approaches for linking Early Learning with K-12 education. It is an opportunity to highlight your organization and the impact of your work in the community through this project. Testimonials will be presented to The Early Learning Hub Council as a part of the final report.

Creation and Distribution of Educational Materials and Resources

If grantees intend to develop educational or promotional materials that are funded through The Early Learning Hub of Clackamas County, they must be submitted for preapproval. Copies should be included in the quarterly reports. Include the Early Learning Hub of Clackamas County Logo.

REPLACE:

Exhibit B: Budget

WITH:

Exhibit B - Budget for 7/1/21-9/30/21			
Contractor: Metropolitan Family Services			
Address: 1808 Belmont St			
Portland, OR 97214			
Contact Person: Maria Perdomo			
Phone Number: 971-227-6048 ex 533			Contract: KPI 9477
E-mail: mariap@mfs.email			Amend 2
Contract Period: July 1 '20-Sept 30 '21			
Budget Category	Approved Budget Summer KPI (7/1/21-9/30/21)	Approved Budget (OSU/SSA) (7/1/21-9/30/21)	Total
Personnel			
Program Manager - Ready Set Go	\$ 2,124.00		\$ 2,124.00
Program Manager - Make Parenting A Pleasure		\$ 1,680.00	\$ 1,680.00
Program Coordinator	\$ 11,877.00		\$ 11,877.00
Fringe	\$ 3,982.00	\$ 244.00	\$ 4,226.00
Total Personnel	\$ 17,983.00	\$ 1,924.00	\$ 19,907.00
Administration			
Administration 15% (combined personnel & program)	\$ 2,847.00	\$ 1,594.00	\$ 4,441.00
Total Administration	\$ 2,847.00	\$ 1,594.00	\$ 4,441.00
Program			
Materials & Supplies - Ready Set Go	\$ 1,000.00		\$ 1,000.00
Materials & Supplies		\$ 250.00	\$ 250.00
Training/Conference/Travel	\$ 1,200.00		\$ 1,200.00
Food/Dinner		\$ 8,125.00	\$ 8,125.00
Parent Incentives		\$ 500.00	\$ 500.00
Total Program	\$ 2,200.00	\$ 8,875.00	\$ 11,075.00
Total Grant Funds Requested	\$ 23,030.00	\$ 12,393.00	\$ 35,423.00

REPLACE:

Exhibit D-1 Reimbursement Request

WITH:

Exhibit D-1: KPI/OSU Budget for 7/1/21-9/30/21					
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:					
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due) . 					
Contractor: Metropolitan Family Services				Report Period:	
Address: 1808 Belmont St					
Portland, OR 97214					
Contact Person: Maria Perdomo				Contract: KPI 9477	
Phone Number: 971-227-6048 ex 533				Amend 2	
E-mail: marian@mfs.email					
Contract Period: July 1 '20-Jun 30 '21					
Budget Category	Approved Budget Summer KPI (7/1/21-9/30/21)	Approved Budget (OSU/SSA) (7/1/21-9/30/21)	Current Draw Request	Previously Requested	Balance
Personnel					
Program Manager - Ready Set Go	\$ 2,124.00		\$ -	\$ -	\$ 2,124.00
Program Manager - Make Parenting A Pleasure		\$ 1,680.00	\$ -	\$ -	\$ 1,680.00
Program Coordinator	\$ 11,877.00		\$ -	\$ -	\$ 11,877.00
Fringe	\$ 3,982.00	\$ 244.00	\$ -	\$ -	\$ 4,226.00
Total Personnel	\$ 17,983.00	\$ 1,924.00	\$ -	\$ -	\$ 19,907.00
Administration					
Administration 15% (combined personnel & program)	\$ 2,847.00	\$ 1,594.00	\$ -	\$ -	\$ 4,441.00
Total Administration	\$ 2,847.00	\$ 1,594.00	\$ -	\$ -	\$ 4,441.00
Program					
Materials & Supplies - Ready Set Go	\$ 1,000.00		\$ -	\$ -	\$ 1,000.00
Materials & Supplies	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00
Training/Conference/Travel	\$ 1,200.00		\$ -	\$ -	\$ 1,200.00
Food/Dinner		\$ 8,125.00	\$ -	\$ -	\$ 8,125.00
Parent Incentives		\$ 500.00	\$ -	\$ -	\$ 500.00
					\$ -
Total Program	\$ 2,200.00	\$ 8,875.00	\$ -	\$ -	\$11,075.00
Total Grant Funds Requested	\$ 23,030.00	\$ 12,393.00	\$ -	\$ -	\$ 35,423.00
<p>By signing this request, I verify that the information on this Funds Request and attachments is accurate, represents contracted services, and is true to the best of my knowledge.</p> <p>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings that are pertinent to this Contract.</p>					

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

AGENCY

Metropolitan Family Services, Inc.
1808 SE Belmont
Portland, OR 97214

Judy
Strand

Digitally signed by Judy Strand
DN: cn=Judy Strand,
o=Metropolitan Family Service,
ou, email=Judys@mfs.email, c=US
Date: 2021.06.14 11:38:52 -07'00'

By: _____
Judy Strand, CEO

Date: 6/14/2021

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: _____

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #3 with Oregon City Together for Youth Marijuana and Substance Abuse Prevention efforts in Clackamas County.

Purpose/Outcome	Oregon City Together (OCT) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol and provide youth marijuana and substance abuse awareness and prevention in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #3 adds \$30,000 for a maximum value of \$120,000 and extends the end date to June 30, 2022.
Funding Source	Marijuana Tax Revenue
Duration	July 1, 2021 through June 30, 2022
Previous Board Action/Review	091020
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 06/02/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 971-533-4929
Contract No.	CFCC -9094

BACKGROUND:


The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #3 with Oregon City Together for youth marijuana and substance abuse awareness and prevention programs in Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, educate PTA, businesses, city councils and service clubs throughout Clackamas County and incorporate anti-marijuana campaigns. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/post-tests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective July 1, 2021 and extends the Agreement through June 30, 2022 and adds \$30,000 for a maximum value of \$120,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Dunbar for Rodney A. Cook". The signature is written in a cursive style.

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #:	9094	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:		Contact: Jessica Duke	<input type="checkbox"/> Revenue
		Program Contact: Brian McCrady	<input checked="" type="checkbox"/> Amend # 3 \$ 30,000.00
			<input type="checkbox"/> Procurement Verified
			<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: Oregon City Together

CONTRACT AMOUNT: \$120,000.00

TYPE OF CONTRACT

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

DATE RANGE

- | | |
|---|---|
| <input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022 | <input checked="" type="checkbox"/> 4 or 5 Year _____ - _____ |
| <input type="checkbox"/> Upon Signature _____ - _____ | <input type="checkbox"/> Biennium _____ - _____ |
| <input type="checkbox"/> Other _____ - _____ | <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: _____

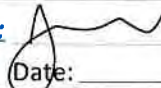
COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, June 2, 2021

OR

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

SIGNATURE OF DIVISION REPRESENTATIVE:



Jessica E.A. Duke, Prevention Unit Manager
Date: June 3, 2021

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Oregon City Together

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/1/2021

PURPOSE OF

CONTRACT/AGREEMENT: Oregon City Together (OCT) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol and provide youth marijuana and substance abuse awareness and prevention in Clackamas County.

H3S CONTRACT NUMBER: 9094

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

Local Grant Agreement Number: 9094	Board Order Number: 091020
Department/Division: H3S-CFCC	Amendment No. 3
Local Recipient: Northwest Family Services	Amendment Requested By: Adam Freer
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment 3 adds additional funds to continue Youth Substance Abuse Prevention services. Oregon City Together will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$120,000. It becomes effective July 1, 2021 and terminates June 30, 2022.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than December 1, 2018 and not later than June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** *This Amendment shall become effective on July 1, 2021. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses incurred from July 1, 2021 to June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.*

AMEND:

- 4. Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$90,000.

TO READ:

- 4. Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is **\$120,000**.

REPLACE:

Exhibit B: Oregon City Together – YSAP Budget

WITH:

EXHIBIT B: RECIPIENT BUDGET			
Organization:	Oregon City Together		
Program Name:	Youth Substance Abuse Prevention	Contract: 9094 Amend 3 - YSAP	
Program Contact:	Pam Wilson		
Agreement Term:	10/01/2018 to 6/30/2021		
Approved Award Budget Categories	Budget (7/1/21-6/30-22)		Total Budget
Personnel Services			
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
Total Personnel Services	\$ -		\$ -
Administration			
Admin 10%	\$ 3,000.00		\$ 3,000.00
Program			
Event Support (Facility and Organization Svcs)	\$ 6,000.00		\$ 6,000.00
Parent/Youth education services (\$85 hr @ 115 hours)	\$ 9,775.00		\$ 9,775.00
Educational Speakers	\$ 3,000.00		\$ 3,000.00
Campaign materials	\$ 2,725.00		\$ 2,725.00
Food for youth activities and youth leadership workshop	\$ 3,500.00		\$ 3,500.00
Incentives for Red Ribbon week and related activities	\$ 2,000.00		\$ 2,000.00
Additional (please specify)			
Total Programmatic Costs	\$ 30,000.00		\$ 30,000.00
Total Approved Budget	\$30,000.00		\$30,000.00

Clackamas County – Children, Youth & Families Work Plan

Provider: Oregon City Together Coalition
Activity: Youth Substance Abuse Prevention
Contact: Pam Wilson, 503-708-6929 (cell)
Contract Period: July 1, 2021 to June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Measures	July - Sept.	Oct. - Dec.	Jan. - March	April - June	Total
<p><u>Youth Engagement and Education:</u></p> <ul style="list-style-type: none"> Partner with middle schools to support youth-led, adult-supported mental health and prevention education in the areas of resilience competencies and skills, as well as stress and anxiety reduction to counter impact of COVID. Support at least 1 local youth leadership training for students involved in peer-to-peer activities related to prevention and mental health. Zoom or in-person. Sponsor 3 to 4 youth who are actively involved with one or both of the above activities to a national CADCA training. Implement Red Ribbon Week/Halloween Poster Celebration with 5th grades and middle schools, as well as local business sponsors. Partner with schools to leverage large blow-up brain as educational tool. 	<p>5% increase in perception of harm of using marijuana among 6th and 8th graders as seen in the 2021 Oregon Student Wellness Survey.</p> <p>10% increase in Halloween Poster Celebration/Red Ribbon Week participants</p> <p>Survey of Halloween Poster Celebration/Red Ribbon Week participants show 75% with increase in awareness of risks of drug use.</p>	<p># middle school activities</p> <p># youth participating in middle school activities</p> <p># student peer-to-peer leadership opportunities</p> <p># students participating in leadership opportunities</p> <p># schools hosting Halloween Poster Celebration/Red Ribbon Week display and/or activity</p> <p># of students participating in Halloween Poster Celebration/Red Ribbon Week</p> <p># of students participating in Halloween Poster Celebration/Red Ribbon Week showing increased awareness of risks of drug use</p> <p># of schools and organizations using OCT's large brain and corresponding curriculum/information</p>					

Oregon City Together - YSAP
 Local Subrecipient Grant Agreement – CFCC 9094 Amend 3

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Measures	July - Sept.	Oct. - Dec.	Jan. - March	April - June	Total
<u>Community Education:</u> <ul style="list-style-type: none"> ● Develop and implement campaign to increase awareness of adolescent brain development and harmful effects of youth marijuana use to ● Counter negative community norm. Campaign may include direct mail, owned media, earned media, paid media, speaker event/online webinar and use of the large blow-up brain. 	Survey of speaker event/online webinar participants show 85% with an increase in awareness and knowledge.	# community partners involved in the campaign # households reached with campaign # media stories # op-eds # direct mail pieces					

PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

PERFORMANCE REPORTING SCHEDULE

Oregon City Together will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

Oregon City Together will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- | | |
|---------------------------------|----------------------|
| • July 1 – September 30, 2021 | due October 15, 2021 |
| • October 1 – December 31, 2021 | due January 15, 2022 |
| • January 1 – March 31, 2022 | due April 15, 2022 |
| • April 1 – June 30, 2022 | due July 15, 2022 |

The Final Performance Report should be submitted no later than July 15, 2022

In addition to the Quarterly Performance Reports, Oregon City Together must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. Oregon City Together must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

REPLACE:

Exhibit D-1: Oregon City Together – YSAP Reimbursement Request

WITH:

Exhibit C-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due). 				
Organization: Oregon City Together for YSAP		Contract #: 9094-Amend 3		
Address: 1417 12th Street Oregon City, OR 97045		Reporting Period:		
Contact Person: Pam Wilson				
Phone Number: 503-708-6929				
E-mail: pwilson@orecity.k12.or.us				
Budget Category	Approved Budget 7/1/21-6/30/22	Monthly Grant Expenditure	YTD Grant Expenditure	Balance Remaining
Personnel				
				\$ -
				\$ -
				\$ -
				\$ -
Total Personnel	\$ -	\$ -	\$ -	\$ -
Administration				
Admin 10%	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Program				
Event Support (Facility and Organization Svcs)	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Parent/Youth education services (\$85 hr @ 115 hours)	\$ 9,775.00	\$ -	\$ -	\$ 9,775.00
Educational Speakers	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Campaign materials	\$ 2,725.00	\$ -	\$ -	\$ 2,725.00
Food for youth activities and youth leadership workshop	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
Incentives for Red Ribbon week and related activities	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
Additional (please specify)				
	\$ -	\$ -	\$ -	\$ -
Total	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Subrecipient that are pertinent to this Agreement.				

CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement

Prepared by: _____

Authorized Signer: _____

Date: _____

Department Review
 CFCC Sr. Program Planner Brian McCrady
 Department: CFCC-Prevention

Signature: _____ Date: _____

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

AGENCY

Oregon City Together
1417 12th St.
Oregon City, OR 97045

By: 

Laura Poore, Executive Director

Date: 6-3-21

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: _____

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Subrecipient Grant Amendment #3 with Oregon Impact for Youth Marijuana and Substance Abuse Prevention efforts in Clackamas County.

Purpose/Outcome	Oregon Impact will continue to provide Youth Marijuana and Substance Abuse (YSAP) prevention services in Clackamas County to middle and high school students. YSAP activities promote student engagement in learning, resiliency, and social-emotional well-being to reduce the risk of youth substance use/abuse and increase youth resistance skills.
Dollar Amount and Fiscal Impact	Amendment #3 adds \$30,000 for a maximum value of \$120,000 and extends the end date to June 30, 2022.
Funding Source	Marijuana Tax Revenue
Duration	July 1, 2021 through June 30, 2022
Previous Board Action/Review	082020
Strategic Plan Alignment	1. Ensure safe, healthy and secure communities
Counsel Review	This Subrecipient Grant amendment has been reviewed and approved by County Counsel on 06/02/21, KR
Procurement Review	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
Contact Person	Adam Freer, 971-533-4929
Contract No.	CFCC -9122

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing & Human Services Department requests the approval of a Local Subrecipient Grant Amendment #3 with Oregon Impact for youth marijuana and substance abuse awareness and prevention programs in Clackamas County. The primary goals will be to increase awareness of marijuana and other drug effects, educate PTA, businesses, city councils and service clubs throughout Clackamas County and incorporate anti-marijuana campaigns. Student participants will demonstrate increased perception of harm and increased resistance skills of marijuana/drug use as measured by pre/post-tests.

This amendment is funded with Marijuana Tax Revenue funds. This Amendment becomes effective July 1, 2021 and extends the Agreement through June 30, 2022 and adds \$30,000 for a maximum value of \$120,000. It has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Rombough for Rodney A. Cook

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9122	Division: CFCC	<input checked="" type="checkbox"/> Subrecipient
Board Order #:	Contact: Jessica Duke	<input type="checkbox"/> Revenue
	Program Contact: McCrady, Brian	<input checked="" type="checkbox"/> Amend # 3 \$ \$30,000.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 15, 2021

CONTRACT WITH: Oregon Impact

CONTRACT AMOUNT: \$120,000.00

TYPE OF CONTRACT

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

DATE RANGE

<input checked="" type="checkbox"/> Full Fiscal Year 7/1/2021 - 6/30/2022	<input type="checkbox"/> 4 or 5 Year -
<input type="checkbox"/> Upon Signature -	<input type="checkbox"/> Biennium -
<input type="checkbox"/> Other -	<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?

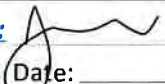
No Yes (must have CC approval-next box) N/A (Not a County boilerplate - must have CC approval)

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, June 2, 2021
OR

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

SIGNATURE OF DIVISION REPRESENTATIVE:  Jessica E.A. Duke, Prevention Unit Manager
Date: June 3, 2021

H3S Admin Only	Date Received: _____ Date Signed: _____ Date Sent: _____
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AGREEMENTS/CONTRACTS

	New Agreement/Contract
X	Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Oregon Impact

BOARD AGENDA ITEM

NUMBER/DATE: _____ **DATE:** 7/1/2021

PURPOSE OF

CONTRACT/AGREEMENT: Oregon Impact) will continue to provide and implement strategies to reduce youth marijuana and substance use and abuse, change community norms around the use of drug/alcohol, and increase youth resistance skills in Clackamas County high school and middle schools.

Amendment #3 add additional funds to continue Youth Substance Abuse Prevention (YSAP) services. Oregon Impact will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills.

H3S CONTRACT NUMBER: 9122

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

<u>Local Grant Agreement Number: 9122</u>	<u>Board Order Number: 082020</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 3</u>
<u>Local Recipient: Oregon Impact</u>	<u>Amendment Requested By: Adam Freer</u>
Changes: <input checked="" type="checkbox"/> Scope of Service <input checked="" type="checkbox"/> Agreement Time	<input checked="" type="checkbox"/> Agreement Budget <input type="checkbox"/> Other:

Justification for Amendment:

This Amendment 3 adds additional funds to continue Youth Substance Abuse Prevention services. Oregon Impact will continue to implement strategies to reduce the risk of youth substance use/abuse and increase youth resistance skills.

This Amendment adds to the maximum compensation and extends the duration of the grant.

Maximum compensation is increased by \$30,000 for a revised maximum of \$120,000. It becomes effective July 1, 2021 and terminates June 30, 2022.

Except as amended hereby, all other terms and conditions of the contract remain in full force and effect. The County has identified the changes with "***bold/italic***" font for easy reference.

AMEND:

- 1. Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse subrecipient for expenses approved in writing by County relating to the project incurred no earlier than December 1, 2018 and not later than June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.

TO READ:

- 1. Term and Effective Date.** *This Amendment shall become effective on July 1, 2021. Funds issued under this Agreement may be used to reimburse Subrecipient for expenses incurred from July 1, 2021 to June 30, 2022, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.*

AMEND:

- 4. Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is \$90,000.

TO READ:

- 4. Grant Funds.** COUNTY's funding for this Agreement is the Marijuana Tax Revenue Funds. The maximum, not to exceed, grant amount that COUNTY will pay on this Agreement is ***\$120,000.***

REPLACE:

Exhibit B: Oregon Impact – YSAP Budget

WITH:

EXHIBIT B: SUBRECIPIENT BUDGET			
<i>Organization: Oregon Impact</i>			
<i>Funded Program Name: Youth Marijuana Substance Abuse</i>			
<i>Program Contact: Janelle Lawrence</i>		<i>Contract: 9122 A3</i>	
<i>Agreement Term: 7/1/21-6/30/22</i>			
	<i>Approved</i>	<i>Approved</i>	
	<i>Award Amount</i>	<i>Match Amount</i>	
Approved Award Budget Categories			
Personnel (List salary, FTE & Fringe costs for each position)			
Grant Liaison @\$22/hr, 5 FTE	\$ 22,880.00	<i>No match is required on this award</i>	
Fringe \$200 per month - Medical Expenses	\$ 2,400.00		
Total Personnel Services	\$ 25,280.00		
Administration			
Administration-Bookkeeper	\$ 200.00		
Supplies			
Materials for Youth Engagement	\$ 840.00		
Giveaways for Events	\$ 1,480.00		
Office Supplies	\$ 300.00		
Tablet	\$ 700.00		
Marketing/Signage for Turn in Event	\$ 800.00		
Additional (please specify)			
Booth Fees for Events	\$ 400.00		
Total Programmatic Costs	\$ 4,720.00		
Total Grant Costs	\$ 30,000.00		

Activities/Outputs	Intermediate Outcomes/ Measurement Tool	Measures	July - Sept	Oct - Dec.	Jan - March	April - June	Total
<p>By February 1, 2022 a minimum of 100 persons representing at least 6 Parent Teacher Associations located in Clackamas County. Our focus will be Middle & Charter Schools.</p> <p>Parents need to be aware of what forms cannabis are taking. We have been successful with virtual or physical "candy bar" laid out with cannabis and non-cannabis edibles to compare the similarities will bring some insight into how careful parents need to be, and what they need to be looking for.</p> <p>Providing them with tools on how to approach their child on cannabis and drug use, from as simple as don't take things offered to you unless you are sure of the source to easy facts that students can understand.</p> <p>By June 30th, 2022 Hold an event, providing the opportunity for students to turn in their vaping device. Those that participate would be eligible for the certificate, prize, or recognition for "Ditching the Vape". We plan on obtaining one safe secure box that can be taken and locked down (chained in place) and rotate it between participating middle schools throughout</p>	<p>85% of PTA's promoting Positive Community Norms.</p> <p>Less vaping in our community, measured by Oregon Health Authority student surveys</p> <p>There is no risk associated with vaping at the moment and more educational material will be shared at these PTA meetings about this as well</p>	<p># PTA Groups engaged</p> <p># PTA participants reporting an increase in knowledge about the safe storage of Cannabis edibles.</p> <p># of PTA's promoting positive Community Norms.</p> <p># of vaping devices turned in</p> <p># of youth that reported increased knowledge about the effects of drugs/alcohol.</p>					

<p>Clackamas county. Administer a contest between middle schools. Whichever school can get more students to turn in their devices wins an award, or a trophy or some sort of recognition. This might even get the teachers more excited into pushing kids to kick vaping.</p> <p>The box would rotate throughout schools, one a month throughout the school year (so 9 participating schools at a minimum).</p> <p>The goal is to get at least 100 vaping devices out of use, but also offer educational materials at each location. *A rotating education station and turn in event.*</p>							
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Activities/Outputs	Intermediate Outcomes/ Measurement Tool	Measures	July - Sept	Oct - Dec	Jan - March	April - June	Total
<p>By June 30th, 2022, offer hands-on experience to a minimum of 300 youth in four different communities. This would include several local community events and school lunch time events. We have had success using "dope goggles" while simultaneously doing an activity. We use floor mats to steer cars on a path, catching balls or timed games (Jenga or matching games).</p> <p>Through June 30th, 2022, provide drug/alcohol information to 120 local business contacts that are recreation locations for youth. (40 per quarter)</p>	<p>85% of youth participants will report an increased knowledge about the effects of drug/alcohol.</p>	# of Youth participating					
		# of communities					
		# of youth reporting increased knowledge					
		# of businesses participating					

PERFORMANCE REPORTING SCHEDULE AND WORK PLAN QUARTERLY REPORT

PERFORMANCE REPORTING SCHEDULE

Oregon Impact will submit a Quarterly Activity Report (Exhibit C-2) to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the quarter.

The Activity Report will include the following metrics.

- a) Number of youth served
- b) Number and type of activities conducted during the month.

A true accounting of program expenses for the previous quarter and receipts should be submitted with each request for funds using Exhibit C-3 Actual Expense Report.

Oregon Impact will submit a quarterly Performance Report, to the Clackamas County Program Manager, no later than the 15th day of the month following the end of the calendar quarter. Quarterly reports must be submitted electronically on the Work Plan Quarterly Reporting document template (Exhibit A-2).

Due dates are as follows:

- | | |
|---------------------------------|----------------------|
| • July 1 – September 30, 2021 | due October 15, 2021 |
| • October 1 – December 31, 2021 | due January 15, 2022 |
| • January 1 – March 31, 2022 | due April 15, 2022 |
| • April 1 – June 30, 2022 | due July 15, 2022 |

The Final Performance Report should be submitted no later than July 15, 2022

In addition to the Quarterly Performance Reports, Oregon Impact must notify Clackamas County Program Manager of developments that have a significant impact on the grant-supported activities. Oregon Impact must inform Clackamas County Program Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

REPLACE:

Exhibit C-1: Oregon Impact – YSAP Reimbursement Request

WITH:

Exhibit D-1 REQUEST FOR REIMBURSEMENT				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: • Request for Reimbursement with an authorized signature • General Ledger backup to support the requested amount • Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request (The Monthly Activity Report is NOT required on months when quarterly reports are due).				
Organization: Oregon Impact for YSAP program		Contract #: 9122-Amend 3		
Address: 5427 Glen Echo Ave Gladstone, OR 97027		Reporting Period:		
Contact Person: Janelle Lawrence Phone Number: 603-303-4954 E-mail: janelle@oregonimpact.org				
Budget Category	Approved Budget (7/1/21-6/30/22)	Current Draw Request	Previously Requested	Balance Remaining
Personnel				
Grant Liaison @ \$22/hr 50hrs	\$ 22,880.00	\$ -	\$ -	\$ 22,880.00
Fringe \$200 per month for medical ins	\$ 2,400.00	\$ -	\$ -	\$ 2,400.00
Total Personnel	\$ 25,280.00	\$ -	\$ -	\$ 25,280.00
Administration				
Admin - Bookkeeper	\$ 200.00	\$ -	\$ -	\$ 200.00
Program Supplies				
Materials for Youth Engagement	\$ 840.00	\$ -	\$ -	\$ 840.00
Giveaways for Events	\$ 1,480.00	\$ -	\$ -	\$ 1,480.00
Office Supplies	\$ 300.00	\$ -	\$ -	\$ 300.00
Tablet	\$ 700.00	\$ -	\$ -	\$ 700.00
Marketing for Turn In Event	\$ 800.00	\$ -	\$ -	\$ 800.00
Additional (please specify)				
Booth fees for events	\$ 400.00	\$ -	\$ -	\$ 400.00
Total Program	\$ 4,720.00	\$ -	\$ -	\$ 4,720.00
Total Grant Costs	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.				

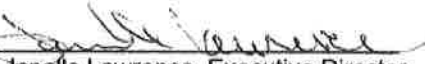
CERTIFICATION

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.

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

AGENCY

Oregon Impact
5427 Glen Echo Ave
Gladstone, OR 97027

By: 
Janelle Lawrence, Executive Director

Date: 6/2/2021

CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Tootie Smith, Board Chair
Clackamas County

Date: _____

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

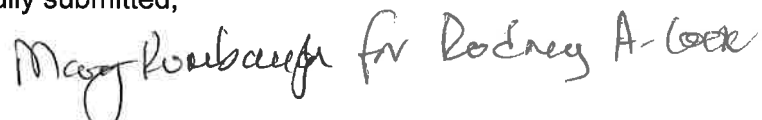
**Approval of a Cooperation Agreement between Clackamas County and
Next Step Strategies, Incorporated, for acquisition of property**

Purpose/ Outcome	The Cooperation Agreement will allow for Next Step Strategies, Inc. to purchase property in Clackamas to expand their existing residential campus to low-moderate income families and individuals to the adjacent property.
Dollar Amount and Fiscal Impact	Clackamas County Community Development Division (CD) has received allocated Federal U.S. Housing and Urban Development (HUD) funds in the amount of \$240,000 dollars for this acquisition project.
Funding Source	Community Development Block Grant (CDBG) funds: \$240,000 Next Step Strategies, Incorporated funds: \$170,000 Pending Purchase Price: \$410,000 dollars No County General Funds will be used for this project.
Duration	July 2021 through July 2041 (Grant).
Previous Board Action/ Review	BCC approved the 2021 Action Plan for this Acquisition Project on May 6, 2021.
Strategic Plan Alignment	1. Ensure safe, healthy and sustainable communities. 2. Improved community safety and health.
Counsel Review	This Agreement has been reviewed by Counsel 1. Date of Counsel review: June 9, 2021. 2. A.N.
Procurement Review	1. Was the item processed through Procurement? No 2. This federally funded project was processed through H3S/Community Development Division.
Contact Person(s)	Mark Sirois – Community Development Division: 503-351-7240
Contract No.	H3S 10242

BACKGROUND: The Community Development Division of the Health, Housing and Human Services Department requests the approval of this Cooperation Agreement with Next Step Strategies, Inc. (NSSI) to allow for this acquisition of property (land and 3 improvements) for low-moderate homeownership. The U.S. Housing and Urban Development (HUD) guidelines support the use of Community Development Block Grant funds for land acquisition in this manner. The Agreement determines the roles of NSSI and the County regarding use of the purchased property, contractual administration, purchase details as well as the duties of all parties involved with the acquisition process. The address is 8939 SE Tolbert Street, Clackamas, Oregon 97015.

RECOMMENDATION: We recommend the approval of this Agreement between Clackamas County and NSSI, and that County Chair Tootie Smith sign on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink that reads "Macy Kumbarger for Rodney A. Cook". The signature is written in a cursive, flowing style.

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10242

Division: CD

Subrecipient

Board Order #:

Contact: Kelly, Steve

Revenue

Program Contact:

Amend # \$

Sirois, Mark

Procurement Verified

Aggregate Total Verified

Nor BCC Item BCC Agenda

Date: ~~Thursday, July 1, 2021~~

CONTRACT WITH: Next Step Strategies, Inc. - Land Acquisition

CONTRACT AMOUNT: \$240,000.00

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year -

4 or 5 Year -

Upon Signature -

Biennium -

Other -

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: Andrew Naylor

Date Approved: Wednesday, June 9, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

Mark Sirois
6/22/21

H3S Admin
Only

Date Received: _____

Date Signed: _____

Date Sent: _____

AGREEMENTS/CONTRACTS

X New Agreement/Contract
Amendment/Change Order Original Number

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Community Development**

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: Next Step Strategies, Inc. - Land Acquisition

BOARD AGENDA ITEM

NUMBER/DATE:

DATE: 7/1/2021

PURPOSE OF

CONTRACT/AGREEMENT: This property acquisition consist of: 1 residential structure, 1 garage shop, and 1 shed. Federal CDBG Funds will be use toward the purchase. Next Step Strategies, Inc. (NSSI) will provide the balance of funds for the purchase of this property.

H3S CONTRACT NUMBER: 10242

COOPERATION AGREEMENT

BETWEEN

CLACKAMAS COUNTY, OREGON

AND

NEXT STEP STRATEGIES, INCORPORATED

I) Purpose:

- (A) This Cooperation Agreement (this "Agreement") is entered into between Clackamas County a political subdivision of the State of Oregon ("County") by and through its Health, Housing and Human Services Department, Community Development Division, and Next Step Strategies, Incorporated, an Oregon nonprofit corporation ("NSSI") to provide a basis for a cooperative working relationship for purchasing property (land and 3 improvements) within Clackamas County, State of Oregon. The property will be purchased and developed by NSSI and is generally described as 8939 SE Tolbert Street, Clackamas, Oregon 97015 (the "Property"). The Property will be purchased, in part, with funds from the Community Development Block Grant ("CDBG") together with NSSI organizational funds. CDBG funds provided under this Agreement are to be used solely for the acquisition of the Property (i.e. land with a residential dwelling, a shop, and a shed). NSSI will be the owner of the Property.
- (B) The Property will be subject to specific use restrictions and CDBG programmatic requirements contained herein and the associated Declaration of Land Use Restrictive Covenants (DLURC) for 20 years from the date of full execution of this Agreement, as attached hereto as Attachment B.
- (C) This Project is defined as the County and NSSI working together to select, review and purchase property for the purpose of providing stable, low-cost housing for adults with disabilities and to support cooperative ownership to Low-to Moderate-Families or Individuals. The County has determined the acquisition of this Property meets a National Objective of the CDBG guidelines, and therefore this Project is an eligible activity for the use of CDBG funds.

II) Scope of Responsibilities:

- (A) Under this Agreement the responsibilities of NSSI shall be as follows:
 - 1) NSSI shall use the CDBG funds for the purchase of the Property for the Project use described in Section 1A. The CDBG funds are solely to be used for the purchase of the Property.
 - 2) NSSI shall provide the County with due diligence to determine the feasibility of the purchase, which will include an appraisal of the Property with no less than three (3) comparable properties, as provided by a licensed appraiser within the State of Oregon.
 - 3) NSSI shall provide the County with due diligence to ensure the use of the Property adheres to Land Use and Zoning requirements of the County, and all other applicable local, state, or federal laws, for the existing property use.

- 4) NSSI shall purchase completed Phase I Environmental Review Report for the Property. NSSI shall provide the County a copy of the Phase I Environmental Review Report once completed.
- 5) NSSI agrees to report to the County information on the race and head-of-household status for each client. The report, hereinafter the CDBG Annual Performance Report, shall cover the period between July 1 to June 30 for each year or partial year upon purchase and occupancy of the Property. The CDBG Annual Performance Report shall be on the form attached hereto as Attachment A, and shall be submitted to the County no later than the 31st day of August of each such year during the term of this Agreement.
- 6) Any contractor working on the Property must have a current CCB License with the State of Oregon.
- 7) NSSI will require the hired contractor that will work on the Property to bear the risk of loss from fire, personal injury, extended coverage, and will purchase insurance on all affected NSSI properties, including the Property. NSSI will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. NSSI will keep insurance during the term of construction on the Property from the notice to proceed through completion of the construction work. NSSI will maintain, and will require its contractor to maintain, commercial general liability insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate.
- 8) NSSI shall be required to hire a State of Oregon licensed title company to perform the following:
 - a) Conduct a title search for the Property to ensure title is clear of encumbrances;
 - b) Provide an escrow account for the closing of the Property;
 - c) Prepare closing documents for the Property consistent with this Agreement;
 - d) Purchase and maintain an owner's title insurance policy for the Property, at NSSI's expense, in the amount of the purchase price paid for the Property; and
 - e) Provide the County copies of all closing documentation related to the Property transaction.
- 9) NSSI agrees to own the Property for a period of not less than twenty years (20) from the fully executed date of this Agreement. Immediately upon acquisition of the Property, NSSI shall have a Declaration of Land Use Restrictive Covenants ("DLURC") recorded with the County's Recorders Office acknowledging the use of CDBG funds in the purchase of the Property and imposing restrictions on future use of the Property. A copy of the DLURC is attached hereto as Attachment B and incorporated by this reference herein.
- 10) NSSI agrees to provide written notice to the County prior to making any change in the use of the Property during the term of this Agreement. Notice

will be in the form of a letter on letterhead. Should the new use not meet HUD eligibility criteria, and/or the clients no longer meet the HUD income guidelines, NSSI shall reimburse County as provided under applicable law including, but not limited to, the requirements of 24 CFR 570.505. In no event will NSSI's reimbursement obligations be less than the full amount of CDBG funds provided by the County under this Agreement.

- 11) Should the Property be sold or converted at any time before expiration of the twenty (20) year period set forth in the DLURC to a non-qualifying use, NSSI agrees to reimburse the County as provided under applicable law including, but not limited to, the requirements of 24 CFR 570.505. In no event will NSSI's reimbursement obligations be less than the full amount of CDBG funds provided by the County under this Agreement.
 - 12) NSSI shall comply with all applicable provisions of 24 CFR Part 200.
 - 13) NSSI shall comply with and otherwise satisfy the national objective of the CDBG Program under the HUD guidelines. This Project meets a national objective via the Low-Mod Clientele (LMC) that supports housing for Low-to Moderate- Income Families or Individuals based on the 2021 HUD Income Limits for the CDBG Program.
 - 14) Contemporaneous with execution of this Agreement, NSSI shall complete the County's CDBG Match Funds Form that identifies other sources of funding allocated for the Project, substantially as attached hereto as Attachment C.
- (B) Under this Agreement, the responsibilities of the County shall be as follows:
- 1) The County agrees to provide and administer available CDBG funds granted by the U.S. Department of Housing and Urban Development ("HUD") to finance the Project.
 - 2) The County shall conduct necessary environmental reviews described in 24 CFR 570.604 of the CDBG regulations for compliance with requirements of the CDBG program.
 - 3) The County shall conduct due diligence to determine the feasibility of the purchase of the Property. The County will not distribute any CDBG funds for purchase of the Property if the County, in its sole discretion, determines that the Property is not feasible for the intended purposes described in this Agreement. This determination includes, but may not be limited to, review and approval of the results of NSSI's due diligence tasks set forth in Section II, Subsections (A)(2)-(3), above.
 - 4) The County shall provide funding towards the purchase of the Property, which may be improved as necessary by NSSI in order to provide stable, low-cost housing to individuals with disabilities that meet Low-to Moderate Income Limits as determined by HUD. The Income Limits for 2021 are shown below:

HUD Annual Income Limits for the Portland-Vancouver Metropolitan Area (As of June 2021)								
	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Low Income	\$33,850	\$38,700	\$43,350	\$48,350	\$52,250	\$56,100	\$60,000	\$63,850
Moderate Income	\$54,150	\$61,900	\$69,650	\$77,350	\$83,550	\$89,750	\$98,950	\$102,150

The County will provide NSSI with updated income limits, as they are made available from HUD.

- 5) The County shall adhere to the HUD guidelines pursuant to the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA") to the extent applicable for the successful purchase of the Property.
- 6) The County shall provide reasonable and necessary staff for administration of this Agreement.

III) Budget and Financial

- (A) The County will provide a single, one-time payment upon satisfaction of all contingencies set for in this Agreement up to **\$240,000** dollars of CDBG funds to NSSI for this project, allocated in the following manner: to be used for the purchase of the Property subject to the terms of this Agreement.

The obligations of the County are expressly subject to the County receiving funds from HUD for the Project, and in no event shall the County's financial contribution exceed the amount finally granted, released and approved by HUD for this Project.

NSSI will be financially responsible for all funds needed for the purchase of the Property in excess of the \$240,000 in CDBG funds the County has made available. In order to meet its CDBG program match obligations, NSSI shall invest not less than **\$48,000** dollars towards the purchase of the Property. This amount is 20% above the CDBG funds amount.

- (B) The **\$240,000** of CDBG funds, the County will provide for the Project may only be used for eligible costs associated with the acquisition of the Property. Eligible costs include the following: closing costs fees as well as down payment funds to acquire the Property. The County will tender payment of the \$240,000 of CDBG funds directly to the selected title company, which shall be used by NSSI for the eligible costs described above. The title company information is as follows:

Title Company Name: Ticor Title Insurance
 Title Company Address: 9200 SE Sunnyside Blvd. Suite 130, Oregon, 97015
 Title Company Phone Number: 503-219-2150

IV) Liaison Responsibility

Dr. Ann Wilkinson will act as liaison from NSSI for this Project. Steve Kelly will act as liaison from the County.

V) Special Requirements

- (A) Law and Regulations. The County and NSSI agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations. NSSI shall further comply with any and all terms, conditions, and other obligations as may be required by the applicable State or Federal agencies providing funding for performance under this Agreement, whether or not specifically referenced herein.
- (B) Public Contracting Requirements. To the extent applicable, the provisions of ORS 279B.220 through 279B.235 are incorporated by this reference as though fully set forth.
- (C) Relationship of Parties. Each party is an independent contractor with regard to the other party. Neither party is an agent or employee of the other. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.
- (D) Indemnification. NSSI agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of NSSI or its employees or agents, in performance of this Agreement. NSSI further agrees to indemnify, defend and hold harmless the County, its officers, elected officials, agents and employees from and against all liability, loss and costs arising from actions, suits, claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon any claim by HUD regarding NSSI's use of the CDBG funds.
- (E) Notice of Claims. Each party shall give the other immediate written notice of any action or suit filed or any claim made against the party, which may result in litigation in any way related to this Agreement.
- (F) Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of three (3) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- (G) Access to Records. NSSI shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Agreement. County and its duly authorized representatives shall have access to the books, documents, papers, and records of NSSI, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. NSSI shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later..
- (H) Debt Limitation. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent. Obligations of the County are also expressly subject to the County receiving funds from HUD for this Project and in no event shall the County's financial contribution exceed the amount finally granted,

released and approved by HUD for this Project or eighty percent of the costs of acquisition and renovation of the Property, whichever is less.

- (I) Conflict of Interest. No officer, elected official, board member, employee, or agent of NSSI or County who exercises any functions or responsibilities in connection with the planning and carrying out of the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the program, shall have any personal financial interest, direct or indirect, in the use of the funds provided pursuant to this Agreement, and the Parties shall take appropriate steps to assure compliance. The Parties will insure that no contractor, subcontractor, contractor's employee or subcontractor's employee has or acquires any interest, direct or indirect, which would conflict in any manner or degree with the performance of his or her services.
- (J) Insurance. NSSI will bear the risk of loss from fire, personal injury, extended coverage, and will purchase and maintain property insurance on all affected NSSI Property. NSSI will bear the risk of loss from accidents coverable by owner's liability insurance and may, at its option, maintain such insurance. NSSI shall be required to maintain flood insurance. NSSI shall keep in effect during the term of this Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of the County, its officers, elected officials, agents, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement.
- (K) Nondiscrimination. NSSI and the County agree to comply with all Federal, State, and local laws prohibiting discrimination on the basis of age, religion, sex, sexual orientation, gender, identity, marital status, race, creed, color, religion, national origin, familial status, or the presence of any mental or physical disability. These requirements are specified in ORS chapter 659A; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- (L) Handicapped Accessibility. NSSI agrees that all structures and improvements made to the Property shall comply with standards set for facility accessibility by handicapped persons required by the Architectural Barriers Act of 1968, as amended, and other applicable state or federal law. Design standards for compliance are contained in 24 CFR 8.31-32 and the document entitled Uniform Federal Accessibility Standards published by HUD in April 1988 as a joint effort with other Federal agencies.
- (M) Nonsubstituting for Local Funding. The CDBG funding made available under this Agreement shall not be utilized by NSSI to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.
- (N) Evaluation. NSSI agrees to participate with the County in any evaluation process or performance report, as designed by the County or the appropriate Federal department, and to make available all information required by any such evaluation process.
- (O) Reversion of Assets. NSSI shall ensure that the Property covered under this Agreement is used to meet at least one of the National Objectives in 24 CFR 570.208 for the full term of this Agreement. If the Property is not used to meet one of the National Objectives for the full term of this Agreement, NSSI shall pay to County an amount equal

to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the Property.

- (P) **Terminations.** This Agreement may be terminated for the following reasons: (1) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to NSSI, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority necessary for County to perform under this Agreement, as solely determined by the County; or (2) if NSSI breaches any Agreement provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.
- (Q) **Remedies.** Upon breach by NSSI, County shall have any remedy available to it in law or equity including, but not limited to, reimbursement of CDBG funds or reversion of assets, as provided for in this Agreement.

VI) Amendment

This Agreement may be amended at any time in writing with the concurrence of the Parties. Amendments become a part of this Agreement only after both Parties have signed the written amendment.

VII) Term of Agreement

- A) This Agreement becomes effective when it is signed by both Parties.
- B) The term of this Agreement is a period beginning when it becomes effective and ending twenty (20) years from the date the Property is purchased.
- C) In addition to all other remedies available to the County and HUD under this Agreement and all related documents, upon termination of this Agreement, any unexpended of CDBG funds shall remain with the County.
- D) Time is of the Essence. Time is of the essence, meaning HUD designates CDBG funds to be used for land acquisitions within a 24-month award period. If NSSI fails to acquire land in the 24-month award period, HUD will notify the County of this Project is a slow-moving Project and it can be closed, at the sole discretion of the County.

VIII) Additional Terms and Conditions

A. Integration.

This Agreement contains the entire agreement between NSSI and the County and supersedes all prior written or oral discussions.

B. Severability

If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such

provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

C. Oregon Law and Forum

This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without giving effect to the conflict of law provisions thereof. Any claim between County and NSSI that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Clackamas County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. NSSI, by execution of this Agreement, hereby consents to the in personam jurisdiction of the courts referenced in this section.

D. Waiver

NSSI and County shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

E. Survival.

All provisions in Sections II, V, VII, and VIII shall survive the termination of this Agreement, together with all other rights and obligations herein, which by their context are intended to survive.

F. Necessary Acts and Further Assurances.

Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement. NSSI agrees to take all necessary steps, and execute and deliver any and all necessary written instruments, to perform under this Agreement including, but not limited to, executing all additional documentation necessary for County to comply with applicable State or Federal funding requirements.

G. Successors in Interest.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

H. Force Majeure.

Neither NSSI nor County shall be held responsible for delay or default caused by events outside of the NSSI or County's reasonable control including, but not limited to, fire,

terrorism, riot, acts of God, or war. However, NSSI shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

I. No Attorney Fees.

In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorneys' fees and expenses

[Signature Page Follows]

The parties hereto have caused this Agreement to be executed in duplicate by their duly authorized officers or representatives as of the day and year first above written.

Next Step Strategies, Incorporated

8909 SE Tolbert Street
Clackamas, Oregon 97015

Ann Wilkinson - Ph.D. President

Dr. Ann Wilkinson, President

6/9/21

Date

CLACKAMAS COUNTY

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

Signing on Behalf of the Board

Tootie Smith, Chair
Board of County Commissioners

Date

APPROVED TO FORM

County Counsel

Andrew Naylor
Signature

June 9, 2021
Date

ATTACHMENT A

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
ANNUAL PERFORMANCE REPORT**

FOR THE PERIOD: JULY 1, _____ TO JUNE 30, _____

Project Name: Next Step Strategies, Incorporated/ Property Acquisition Project-8939 SE Tolbert Street, Clackamas Oregon 97015

Total Number Assisted (H or P)	Total of Columns C, D, and E	Income Categories			Female Headed Households
		Low/Mod (80% - 51%)	Very Low (50% - 30%)	Extremely Low (<30%)	
(A)	(B)	(C)	(D)	(E)	(F)

Females: _____

Persons with Disabilities: _____

Race Categories		Total #	# Hispanic
		(G)	(H)
(1)	White:		
(2)	Black/African American:		
(3)	Asian:		
(4)	American Indian/Alaskan Native:		
(5)	Native Hawaiian/Other Pacific Islander:		
(6)	American Indian/Alaskan Native & White:		
(7)	Asian & White:		
(8)	Black/African American & White:		
(9)	Am. Indian/Alaskan Native & Black/African Am.:		
(10)	Other Multi-Racial:		

Signature _____

Date _____

Organization _____

INSTRUCTIONSTotal Number Assisted (Column A):

Enter the actual number of persons (or households) who received assistance. Indicate whether this number represents "households" or "persons" with either (H) or (P) respectively. Each household or person may be counted only once. The number of beneficiaries reported in Column A must reflect the total of the beneficiaries reported in Column G.

Total Low/Mod (<80% MFI) (Column B):

The total number of lower income households or persons being served (total of Columns C, D, and E) should be entered in this column.

Income Categories

Low/Mod (Column C) - The total number of persons or households assisted who have an annual household income of 51% to 80% Median Family Income.

Low (Column D) - The total number of persons or households assisted who have an annual household income of 30% to 50% Median Family Income.

Extremely Low (Column E) - The total number of persons or households assisted who have an annual household income of 30% Median Family Income or less.

Female-Headed Household (Column F)

Enter the number of female-headed households. If "persons" assisted is reported in Column A rather than "households" assisted, leave this column blank.

Race (Rows 1 through 10)

All persons/households served (including persons of Hispanic ethnicity) must indicate Race.

Enter the number of households or persons using the facility or service (Column G) who are the following:

White (Row 1) - A person having origins in any of the original peoples of Europe, North Africa, or the Middle East. This category will generally include persons of Hispanic ethnicity but other categories may be chosen as appropriate.

Black or African American (Row 2) - A person having origins in any of the black racial groups of Africa.

Asian (Row 3) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent.

American Indian or Alaskan Native Origin (Row 4) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliations or community recognition.

Native Hawaiian or Other Pacific Islander (Row 5) - A person having origins in the Hawaiian Islands or other Pacific Islands.

American Indian or Alaska Native and White (Row 6)

Asian and White (Row 7)

Black or African American and White (Row 8)

American Indian or Alaska Native and Black or African American (Row 9)

Other Multi-Racial (Row 10) - The balance category will be used to report individuals that are not included in any of the single race categories or in any of the multiple race categories listed above.

Ethnicity - Hispanic (Column H)

Enter the total number of persons or households within each Race Category who indicate origins in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish culture or origin.

ATTACHMENT B**B.O. 2003 - 236**

AFTER RECORDING RETURN TO:
 Clackamas County Community Development Division
 Public Services Building
 2051 Kaen Road, Suite 245
 Oregon City, Oregon 97045

STATUTORY NOTICE:
 The name and address of the entity holding a lien or other interest created by this instrument are set forth below, and the tax account number of the property subject to the lien or in which the interest is created is: Clackamas County Community Development Division

Legal Description – within Recitals, Page 1

Declaration of Land Use Restrictive Covenants

Name of Project: Next Step Strategies, Incorporated – PROPERTY ACQUISITION

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS (“Declaration”), is made this day of , 2021, by NEXT STEP STRATEGIES, INCORPORATED (NSSI), a community based, membership controlled, not-for-profit corporation with charitable status under IRS Code 501c(3) (“Owner”), is given as a condition precedent to the award of Community Development Block Grant (CDBG) Program funds by the CLACKAMAS COUNTY, ON BEHALF OF ITS COMMUNITY DEVELOPMENT DIVISION, a political subdivision of the State of Oregon, together with any successor to its rights, duties, and obligations (the “County”).

RECITALS

WHEREAS, the Owner is the owner of the land located at 8939 SE Tolbert Street, Clackamas, Oregon 97015. The Project consists of: acquisition of Property (land and 3 structures), of the referenced address herein, using CDBG funds provided by the County under a separate agreement (the “Agreement”). Owner will own the Property while meeting HUD Income Limits as required by CDBG guidelines for income qualified families or individuals.

WHEREAS, the Legal Description of the Property, Parcel Reference Number and Parcel Number on which the Project is located is as follows:

Part of the W. T. Mattock Donation Land Claim in Township 2 South, Range 2 East, of the Willamette Meridian, in the County of Clackamas and State of Oregon, more particularly described as follows:

“Beginning at a stone monument marked with a cross on top the West line of TALBERT’S ADDITION TO MARSHFIELD and South 0 degrees 14’ West 487.5 feet from the Northwest corner of said TALBERT’S ADDITION, which stone is in the North line of a 40 foot easement road; thence continuing South 0 degrees 14’ West 21 feet to the center line of said easement road; South 72 degrees 42’ West along said center line 85 feet; thence North 0 degrees 14’ East 197 feet, more or less, to the North line of that tract of land conveyed to Lloyd G. Morley, et ux, by Deed recorded November 9, 1949, in Book 425, Page 294, Deed Records; thence South 89 degrees 12’ East along said North line 80 feet, more or less, to the West line of said TALBERT’S ADDITION; thence South 0 degrees 14’ West 148.5 feet to the place of beginning.”

Parcel Reference Number: 22E09BD03700
Parcel Number: 00473295
County and State: Clackamas, Oregon

WHEREAS, the federal United States Department of Housing and Urban Development (HUD) has made Community Development Block Grant (CDBG) funds available to the County as authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)); and

WHEREAS, CDBG dollars are made available to the County and subsequently to the Owner as authorized by 24 CFR Part 570 (the "Regulations"), Owner agrees to comply with all requirements of the Regulations. Should anything in this document be construed to conflict with the Regulations, the Regulations shall prevail.

WHEREAS, County seeks the maximum benefit from the use of such funds consistent with the CDBG Program and its objectives; and

WHEREAS, the Owner has applied to the County and entered into an Agreement for an award to the Project in an amount not to exceed **Two Hundred Forty Thousand Dollars & no/cents (\$240,000.00)**; and

WHEREAS, the Owner is a not-for-profit corporation organized under IRS Code 501C (3) in response to a critical need to support low and moderate income persons in the County, and;

WHEREAS, the Owner, under this Declaration intends, declares, and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy, and transfer of the Project shall be and are covenants running with the Project land for the term stated herein and binding upon all subsequent Owners of the Project land for such term, and are not merely personal covenants of the Owner;

WHEREAS, Owner shall immediately upon acquiring ownership of the Property, execute deliver and record this Declaration in the official property deed records of Clackamas County to create certain covenants running with the land for the purpose of enforcing the requirements of 24 CFR Part 200 by regulating and restricting the use, occupancy and transfer of the Project as set forth herein; and

NOW, THEREFORE, in consideration of the Project, the promises contained herein and the financial assistance provided to Owner by County, the Owner agree as follows:

SECTION 1 - DEFINITION

All the words and phrases used in this Declaration shall have the same meaning as when used in 24 CFR Parts 570 and 200 unless the context requires otherwise.

SECTION 2 - RECORDING AND FILING; COVENANTS TO RUN WITH THE PROPERTY

- (A) Upon execution of this Declaration by the Owner and the County, the Owner shall cause this Declaration and all amendments hereto to be recorded and filed in the official public land deed records of Clackamas County, and shall pay all fees and charges incurred in connection therewith. Upon recording, the Owner shall immediately transmit to the County an executed original or certified copy of the recorded Declaration showing the date, deed book and page numbers of record.

- (B) The Owner intends, declares, and covenants, on behalf of itself and all future owners of the Property and operators of the Project during the term of this Declaration, that this Declaration, and the covenants and restrictions set forth in this Declaration regulating and restricting the use, occupancy and transfer of the Property (1) shall be and are covenants running with the land, encumbering the Property for the term of this Declaration, binding upon the Owner's successors in title and all subsequent Owners and Operators of the Property; (2) are not merely personal covenants of the Owner; and (3) shall bind the Owner (and the benefits shall inure to the County and any past, present or prospective tenant of the Property) and its respective successors and assigns during the term of this Declaration. The Owner hereby agrees that any and all requirements of the laws of the State of Oregon to be satisfied in order for the provisions of this Declaration to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Property. For the term of this Declaration, each and every contract, deed or other instrument hereafter executed conveying the Property or portion thereof shall expressly provide that such conveyance is subject to this Declaration, provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed, or other instrument hereafter executed conveying the Property or portion thereof provides that such conveyance is subject to this Declaration.
- (C) The Owner covenants to obtain the consent of any prior recorded lien holder on the Project to this Declaration.

SECTION 3 - REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE OWNER

The Owner, at all times, agrees to comply with the CDBG Program regulations of 24 CFR Part 570. The Owner hereby represents, covenants, and warrants as follows:

- (A) Owner will retain ownership of the Property for the term of this covenant.
- (B) Owner shall maintain records sufficient to meet the requirements of 24 CFR 570.505 thru 508. All records and reports required herein shall be retained and made accessible as provide in 24 CFR 570.506. Owner agrees to comply with all federal laws and regulations, except that the Owner does not assume County's responsibility for environmental review.
- (C) The housing provided on the Property must meet the accessibility requirements in the regulations referenced 24 CFR 5.105 (a), which implements the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, as amended.
- (D) The Owner (1) is an Oregon non-profit corporation duly organized under the laws of the State of Oregon, and is qualified to transact business under the laws of the State of Oregon, (2) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (3) has the full legal right, power and authority to execute and deliver this Declaration.
- (E) The execution and performance of this Declaration by the Owner (1) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, (2) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Owner is a party or by which it or the Project is bound, and (3) will not result in the creation or imposition of any prohibited encumbrance of any nature.

- (F) The Owner will, at the time of execution and delivery of this Declaration, have good and marketable title to the Property free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Declaration, any loan documents relating to the Project or other permitted encumbrances).
- (G) There is no action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Owner, threatened against or affecting it, or any of its properties or rights, which if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Declaration) or would materially adversely affect its financial condition.
- (H) The Owner warrants that it has not and will not execute any other Declaration with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Declaration are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

SECTION 4 - INCOME RESTRICTIONS

The Owner represents, warrants, and covenants throughout the term of this Declaration and in order to satisfy the requirements of 24 CFR Part 570 that all families or individuals at this Property shall be of low to moderate income (80% on the Area Median Income (AMI) for an individual) at the time of home construction and purchase are first established through the closing process. An increase of an individual's income above the HUD limits after the purchase of a home will not be construed to be a breach of this section. When or if the property is sold, the sales contract will include a 20-year affordability clause. When or if the property owner want to sell, they MUST sell to those who are at or below 80% of AMI, and buyers must agree to those terms (by signing a ground-lease with Owner) when they purchase the house as well. This comes with NSSI owning the land underneath the homes in perpetuity.

SECTION 5 - TERM OF DECLARATION

This Declaration, and the Terms of Affordability specified herein, apply to the Property immediately upon recordation, and the Owner shall comply with all restrictive covenants herein no later than the first day in the Project period on which any building, which is part of the Project, is placed in service. This Declaration shall terminate **twenty (20)** years from the date this Declaration is executed by both parties.

SECTION 6 - ENFORCEMENT OF RESTRICTIONS

- (A) The Owner shall permit, during normal business hours and upon reasonable notice, any duly authorized representative of the County, to inspect any books and records of the Owner regarding the Project.
- (B) The Owner shall submit any other information, documents, or certifications requested by the County, which the County shall deem reasonably necessary to substantiate the Owner's continuing compliance with the provisions of the restrictions specified in this Declaration.
- (C) The Owner hereby agrees that the representations and covenants set forth herein may be relied upon by the County and all persons interested in Project compliance under 24 CFR Part 570 and all other applicable regulations.

-
- (D) This Declaration and the Agreement of which it is a part may be enforced by the County or its designee in the event the Owner fails to satisfy any of the requirements herein. In the event the Owner fails to satisfy the requirements of this Declaration or the Agreement and legal costs are incurred by the County or one or more of the tenants or beneficiaries, such legal costs, including attorney fees and court costs (including costs of appeal), are the responsibility of, and may be recovered from, the Owner.

IN WITNESS WHEREOF, the Owner has caused this Declaration to be signed by its duly authorized representatives, as of the day and year first written above.

_____ A 501(c)3 Non-Profit Organization
NAME OF ORGANIZATION

By : _____
NAME OF REPRESENTATIVE

ATTACHMENT C

CDBG Project Match Funds

For reporting to HUD at the end of the year, indicate the specific sources and amounts of matching funds for the Next Step Strategies, Incorporated (NSSI) Property Acquisition (Project):

2020-21 CDBG PROJECT FUNDS	\$240,000 dollars
----------------------------	--------------------------

SOURCES OF LOCAL MATCH:

Other Federal (including pass-through funds, e.g. County CDBG, State FEMA, etc.)

	\$	
	\$	
	\$	
	\$	
	\$	

State/Local Governmental Funding (e.g. State Housing Trust Funds, Local Assessment, etc.)

	\$	
	\$	
	\$	
	\$	
	\$	

Private (including recipient) Funding

Fund Raising/Cash	\$	
Loans	\$	
Building Value or Lease	\$	
Donated Goods	\$	
New Staff Salaries	\$	
Volunteers (\$5/hr)	\$	
Volunteer Medical/Legal	\$	
Other	\$	

Prepared By:
[Print Name]

Signature _____

Date _____

ATTACHMENT D

Excerpt from 24 CFR Part 570

570.506 Records to be maintained.

Each recipient shall establish and maintain sufficient records to enable the Secretary to determine whether the recipient has met the requirements of this part. At a minimum, the following records are needed:

(a) Records providing a full description of each activity assisted (or being assisted) with CDBG funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated and expended for the activity, and the provision in subpart C under which it is eligible.

(b) Records demonstrating that each activity undertaken meets one of the criteria set forth in § 570.208. (Where information on income by family size is required, the recipient may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of “low and moderate income person” and “low and moderate income household” (as applicable) at § 570.3, such as Job Training Partnership Act (JTPA) and welfare programs; or the recipient may substitute evidence that the assisted person is homeless; or the recipient may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with § 570.3; or the recipient may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be low and moderate income persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:

(1) For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.

(2) For each activity determined to benefit low and moderate-income persons based on the area served by the activity:

(i) The boundaries of the service area;

(ii) The income characteristics of families and unrelated individuals in the service area; and

(iii) If the percent of low and moderate income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth at § 570.208(a)(1)(ii).

(3) For each activity determined to benefit low and moderate income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low and moderate income persons:

-
- (i) Documentation establishing that the facility or service is designed for the particular needs of or used exclusively by senior citizens, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," persons living with AIDS, battered spouses, abused children, the homeless, illiterate adults, or migrant farm workers, for which the regulations provide a presumption concerning the extent to which low- and moderate-income persons benefit; or
- (ii) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low and moderate income persons; or
- (iii) Data showing the size and annual income of the family of each person receiving the benefit.
- (4) For each activity carried out for the purpose of providing or improving housing which is determined to benefit low and moderate income persons:
- (i) A copy of a written agreement with each landlord or developer receiving CDBG assistance indicating the total number of dwelling units in each multifamily structure assisted and the number of those units which will be occupied by low and moderate income households after assistance;
- (ii) The total cost of the activity, including both CDBG and non-CDBG funds.

ATTACHMENT E

Excerpts from 2 CFR Part 200

2 CFR § 200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in § 200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Federal award.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Withhold further Federal awards for the project or program.
- (f) Take other remedies

§ 200.340 Notification of termination requirement.

- (a) The Federal agency or pass-through entity must provide to the non-Federal entity a notice of termination.
- (b) If the Federal award is terminated for the non-Federal entity's material failure to comply with the Federal statutes, regulations, or terms and conditions of the Federal award, the notification must state that -
 - (1) The termination decision will be reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS);
 - (2) The information will be available in the OMB-designated integrity and performance system for a period of five years from the date of the termination, then archived;
 - (3) Federal awarding agencies that consider making a Federal award to the non-Federal entity during that five year period must consider that information in judging whether the non-Federal entity is qualified to receive the Federal award, when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;
 - (4) The non-Federal entity may comment on any information the OMB-designated integrity and performance system contains about the non-Federal entity for future consideration by Federal awarding agencies. The non-Federal entity may submit comments to the awardee integrity and performance portal accessible through SAM (currently CPARS).

(5) Federal awarding agencies will consider non-Federal entity comments when determining whether the non-Federal entity is qualified for a future Federal award.

(c) Upon termination of a Federal award, the Federal awarding agency must provide the information required under FFATA to the Federal Web site established to fulfill the requirements of FFATA, and update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 417b and 31 U.S.C. 3321 and implementing guidance at 2 CFR part 77 (forthcoming at time of publication). See also the requirements for Suspension and Debarment at 2 CFR part 180.

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #03 to Intergovernmental Agreement #166036 with the State of Oregon, Acting by and through its Oregon Health Authority, for the Operation and Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$340,347.00 to the Agreement, increasing the maximum value to \$9,086,559.18. Funds provided through this Amendment will maintain specific mental health services provided as a response to the COVID-19 pandemic and increase the capacity for rental assistance program services.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective January 1, 2021 and terminates June 30, 2021.
Previous Board Act on	2021 Agreement reviewed and approved May 20, 2021, Agenda Item 052021-A4.
Strategic Plan Alignment	Ensuring healthy, safe and secure communities through sustained or increased capacity of existing services.
Counsel Review	Reviewed and approved by Counsel June 2, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Item is an amendment to an intergovernmental revenue agreement.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Contract No.	9973

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #03 to Intergovernmental Agreement #166036 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funded by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

Amendment #03 provides funds to sustain culturally specific mental health services implemented in response to the COVID-19 pandemic and increase the capacity of the rental assistance program that assists qualifying individuals eighteen (18) years of age and older with Serious and Persistent Mental Illness (SPMI) pay for rental housing to live as independently as possible in the community and to access appropriate services.

This Amendment is effective January 1, 2021 and terminates June 30, 2021, with a value of \$340,347.00, increasing the maximum Agreement value to \$9,086,559.18.

RECOMMENDATION:

Staff recommends Board approval of this Amendment.

Respectfully submitted,

A handwritten signature in black ink that reads "Mary Boubayer for Rodney A. Cook". The signature is written in a cursive style.

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9973	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input checked="" type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 3 \$ \$340,347.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, July 1, 2021

CONTRACT WITH: State of Oregon, Oregon Health Authority

CONTRACT AMOUNT: \$9,086,559.18

TYPE OF CONTRACT

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

DATE RANGE

- | | |
|---|---|
| <input type="checkbox"/> Full Fiscal Year _____ | <input type="checkbox"/> 4 or 5 Year _____ |
| <input type="checkbox"/> Upon Signature _____ | <input type="checkbox"/> Biennium _____ |
| <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Retroactive Request? 1/1/2021 - 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: Rastetter, Kathleen Date Approved: Wednesday, June 2, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____

In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio recordings, Web-based communications and other electronic formats. To request an alternate format, please send an e-mail to dhs-oha.publicationrequest@state.or.us or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

**THIRD AMENDMENT TO
OREGON HEALTH AUTHORITY
2020-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF MENTAL
HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION, AND PROBLEM
GAMBLING SERVICES AGREEMENT #166036**

This Third Amendment to Oregon Health Authority 2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of January 1, 2021 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Theresa Naegeli on May 27, 2021; e-mail in contract file.

**ATTACHMENT 1
EXHIBIT C
Financial Pages**

MODIFICATION INPUT REVIEW REPORT

MOD#: M0322

CONTRACT#: 166036

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
CALENDAR YEAR: 2021													
		BASE	NON-RESIDENTIAL MENT										
20	804	21EBRD		1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$263,397.00	\$0.00	C		1	N	1
					TOTAL FOR SE# 20		<u>\$263,397.00</u>	<u>\$0.00</u>					
		BCIVIM	RENTAL ASSISTANCE										
12	428	RNTAST		3/15/2021 - 6/30/2021	0 /NA	\$0.00	\$76,950.00	\$0.00	C		1	N	2
					TOTAL FOR SE# 12		<u>\$76,950.00</u>	<u>\$0.00</u>					
					TOTAL FOR 2021		<u>\$340,347.00</u>	<u>\$0.00</u>					
					TOTAL FOR M0322 166036		\$340,347.00	\$0.00					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 04/29/2021

Contract#: 166036
REF#: 003

REASON FOR FAAA (for information only):

MHS 20 Non-Residential Community Mental Health Services for Child, Youth, and Adults is awarded funding by the E-Board to continue the services that were being provided in accordance with the Corona Virus Relief Funds in 2020.

Rental Assistance Program Services (MHS 12), funds are awarded for Rental Assistance Program Services (MHS 12)

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0322 1A) These funds provided by the E-Board are for MHS 20 to cover activities, supplies and services for the period January 1, 2021 through June 30, 2021 to continue to provide the work started in accordance with the Corona Virus Relief Funds. Funds in this amendment are to be used to provide culturally appropriate behavioral health services in response to needs arising from the COVID-19 pandemic. Funds will prioritize outreach, service navigation, coordination with contact tracers, and behavioral health services for vulnerable people and those who have historically had difficulty accessing services. The report located at <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx> titled "E-Board Funding for Corona Virus Relief Fund-Culturally Responsive Behavioral Health Services, Community Mental Health Program Report of Activities" shall be electronically submitted to OHA at amhcontract.administrator@state.or.us for the period of January 1, 2021 - June 30, 2021, no later than July 31, 2021. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Amendment becomes executed.
- M0322 2A) These funds can be applied toward any allowable service under MHS 12 Rental Assistance and are exempt from settlement. B) The financial assistance subject to this special condition will be disbursed to County in one lump sum within 30 calendar days after the date this Amendment becomes executed.

June 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an amendment #2 with Do Good Multnomah
To extend Veterans Village services

Purpose/Outcomes	Provide additional 6 months of service
Dollar Amount and Fiscal Impact	Not to exceed \$315,009
Funding Source	County General Funds - Policy Level Proposal
Duration	July 1, 2020 through December 31, 2021
Previous Board Action	073020-A2
Strategic Plan Alignment	1. This funding aligns with H3S's strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	A.N. 6/22/21
Contact Person	Vahid Brown, Houseless coordinator (503) 742-5345
Contract No.	9799

BACKGROUND:

The Administration Division of the Health, Housing and Human Services Department (H3S) requests approval of a Personal Services contract with Do Good Multnomah (DGM). The Clackamas County Veterans Village serves as a critical program resource in furthering the County's goal of ending veteran homelessness. It provides safety off the streets, opportunities for intensive service engagement, a supportive community environment, and a proven track record of securing permanent housing for the overwhelming majority of program participants. It is the only non-domestic violence adult shelter program in Clackamas County.

Over the history of the project the Clackamas County Veterans Village and its program operator, Do Good Multnomah, has served 62 veterans experiencing homelessness in Clackamas County. In the past fiscal year it helped 10 program participants transition into permanent housing, 7 of those into housing with supportive housing services. The average length of stay at the Village prior to transitioning into permanent housing is 7 months.

Amendment will allow contractor to provide an additional 6 months of service while a request for proposal is completed.

RECOMMENDATION:

Staff recommends the Board approval of this amendment.

Respectfully submitted,



Rodney Cook, Director
Health, Housing and Human Services Department

Healthy Families. Strong Communities.

Contract Amendment
Health, Housing and Human Services Department

H3S Contract Number 9799 Board Agenda Number _____ Date _____

Division Administration Amendment No. 2

Contractor Do Good Multnomah

Amendment Requested By Rodney Cook, Interim Director

Changes: Scope of Services Contract Budget
 Contract Time Other _____

Justification for Amendment:

This Amendment #2 is entered into between Do Good Multnomah (“Contractor”) and Clackamas County (“County”) and shall become part of the Contract documents entered into between both parties Upon Signature (“Contract”).

The purpose of this Amendment #2 is to make the following changes to the Contract.

1. **ARTICLE I, Effective Date and Duration, is hereby amended as follows:** This Contract shall become effective July 1, 2020. Unless earlier terminated or extended, this Contract shall expire on **December 31, 2021**.
2. **ARTICLE I, Consideration, is hereby amended as follows:** The County agrees to pay Contractor, from available and authorized funds, a sum not to exceed **Three Hundred Fifteen Thousand Nine Dollars (\$315,009)**, for accomplishing the Work required by this Contract. Consideration rates are on a time and materials on a monthly basis in accordance with the rates and costs specified in Exhibit A. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit A.
3. **EXHIBIT C- BUDGET AND STAFFING PLAN**

<i>CCYV/ Do Good - Support Services-19 PODS</i>		
Starting Date: July 1st, 2021		
Contract Request	\$315,009.00	
Staffing		
Description	Estimated cost	Estimated cost
Staffing (Wages)	\$259,000.00	4 FTE
Benefits	\$15,000.00	
Taxes	\$29,766.00	
Total	\$303,766.00	
Operations		
Description	Estimated Cost	Estimated Cost
Food, Coffee, etc.	\$0.00	Donation
Office Supplies	\$2,140.00	
TRIMET	\$3,600.00	DGM Funds
Total	\$5,740.00	
Rental/ Deposit Funds		
Description	Estimated Cost	Estimated Cost
Client Assistance	\$50,000.00	DGM Funds
Total	\$50,000.00	
Administration		
Description	Estimated Cost	Estimated Cost



DAN JOHNSON
DIRECTOR

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

July 15, 2021

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Adopting the Vacation of a Portion of Johnson Road, Co. Rd. No. 1374

Purpose/Outcomes	Vacates a portion of Johnson Road right of way
Dollar Amount and Fiscal Impact	Application and processing fee received.
Funding Source	N/A
Duration	Upon execution; permanent vacation.
Previous Board Action	7/06/21: Discussion item at issues
Counsel Review	Reviewed and approved by County Counsel on 06/24/21
Procurement Review	This item was not processed through Procurement. This is a Petition for a Road Vacation.
Strategic Plan Alignment	Grow a Vibrant Economy Allowing architects, contractors, and general construction personnel to practice their trade.
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

The portion of Johnson Road, the petitioner wishes to vacate was dedicated to the public through the Plat of Tualatin Dam Park, August 30, 1930, said right of way was never opened or used for road purposes. This portion of unused right of way lies adjacent to but not a part of, (Thomas) Johnson Road, County Road No. 1374, established October 4, 1928. The petitioner plans to utilize the vacated property to build a garage. This portion of right of way has been vacant and unused for 90 years.

The portion to be vacated contains approximately 7,706 square feet, being an unconstructed right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and acknowledged signatures of owners of 100 percent of property abutting public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Department of Transportation Maintenance, Engineering, Planning, Traffic Divisions, and all local utility companies, have been contacted and do not have any objections to this vacation, provided that utility rights are reserved.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of this portion of Johnson Road right of way.

Sincerely,

Douglas Cutshall

Douglas Cutshall

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

In the matter of the Vacation of
A portion of Johnson Road,
Co. Rd. No. 1374, situated in Sections
28, 33 & 34, T.2 S., R.1 E., W.M.
Clackamas County, Oregon



Board Order No. _____
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and appearing to the Board that in accordance with ORS 368.341 and pursuant to ORS 368.346, a petition has been filed with the determined fee, and a written report finding this vacation to be in the public interest from the County Road Official, Dan Johnson, Director, have been submitted in the matter of the vacation of an unnamed right of way, described as follows:

All of that portion of Johnson Road, Co. Rd. No. 1374, in the Plat of Tualatin Dam Park, Plat No. 593, Clackamas County Plat Records, situated in the SE $\frac{1}{4}$ of Section 28, the NE $\frac{1}{4}$ of Section 33 and, the NW $\frac{1}{4}$ of Section 34, T.2 S., R.1 E., W.M., Clackamas County, Oregon, lying southwesterly of the arc of a curve that is 30 feet southwesterly of the centerline of County Road Number 1374, as shown on SN1928-027, Clackamas County Survey Records, said arcs lying between Centerline Station PC 21+96.57 and PT 24+94.34, also depicted on attached Exhibit "A", and by this reference being a part of this description. Containing 7,706 square feet more or less.

Whereas the Board having read said petition and report from the County Road Official, have determined the vacation of the above described portion of roadway to be in the public interest; and,

Whereas the Board adopts as its own, the findings and conclusions contained in the written report from the County Road Official dated February 19, 2021; and,

Whereas Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies, have been contacted and do not have any objections to this vacation provided that utility rights are reserved; now therefore,

IT IS HEREBY ORDERED that the above described portion of Johnson Road as depicted on attached Exhibit "A", containing, 7,706 square feet, more or less, be vacated; and,

IT IS FURTHER ORDERED that rights for all existing utilities within the vacated Johnson Road right of way, be reserved, nothing contained herein shall cause or require the removal or abandonment of any storm or sanitary sewer, water main, gas line, conduit of any kind, wires, or poles which are now installed in said right-of-way and used or intended to be used for any public service or utility. In addition, the rights are reserved to access, maintain, repair, construct or reconstruct, install, renew, and enlarge all utilities that are now used for any public service or utility; and,

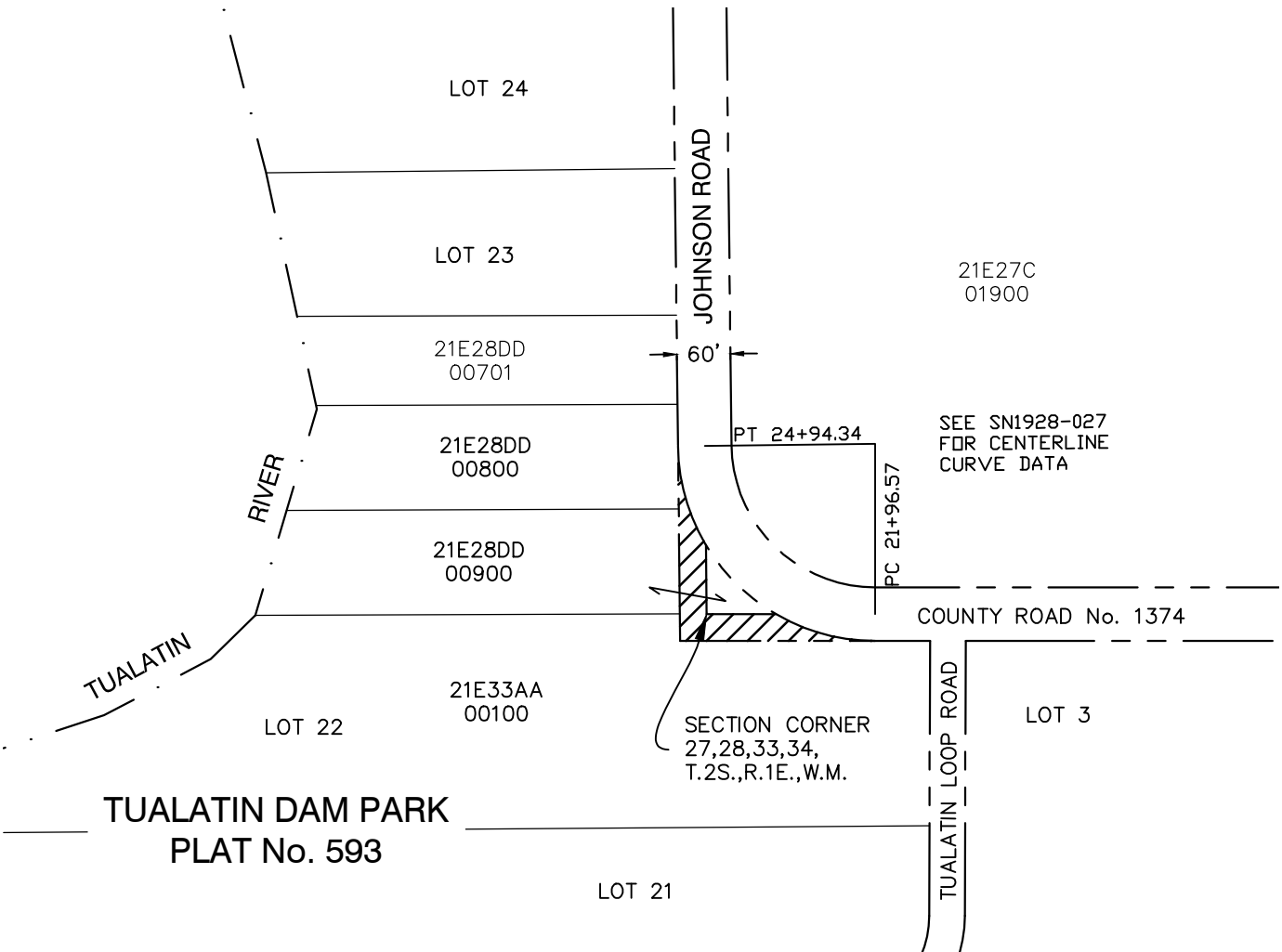
IT IS FURTHER ORDERED, that this Order and attached exhibits be recorded in the Deed Records for Clackamas County and that a copy be filed with the County Surveyor, County Assessor, and Finance Office/Fixed Assets.

ADOPTED this _____ day of _____, 2021
BOARD OF COUNTY COMMISSIONERS

Chair

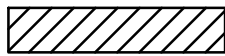
Recording Secretary

SITUATED IN THE SE $\frac{1}{4}$ OF SECTION 28, NE $\frac{1}{4}$ OF SECTION
 33 AND, NW $\frac{1}{4}$ OF SECTION 34, T.2 S., R.1 E., W.M.
 CLACKAMAS COUNTY, OREGON



TUALATIN DAM PARK
PLAT No. 593

LEGEND



VACATED AREA
 7,706 Sq. Ft.



SCALE 1" = 200'

MEMORANDUM

TO: Board of Commissioners

FROM: Dan Johnson, Director D.T.D.

DATE: February 19, 2021

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF A PORTION OF JOHNSON ROAD, COUNTY ROAD No. 1374**

LOCATION: The portion of Johnson Road, Co. Rd. No. 1374, is situated in the following Sections, the SE ¼ of 28, the NE ¼ of 33 and, the NW ¼ of 34, T.2 S., R.1 E., W.M.

FACTS AND FINDINGS: The portion of Johnson Road right of way to be vacated, was dedicated to the public through the Plat of Tualatin Dam Park, Plat No. 593, August 30, 1930, however, it was not used by the traveling public. The (Thomas) Johnson Road, County Road No. 1374, established and ordered opened, October 4, 1928 was not shown on the said later (1930) plat. The to be vacated portion of right of way remains almost as it was when dedicated 90 years ago. The petitioner will utilize the vacated right of way to build a garage that otherwise would not be allowed because of required building setbacks from the un-used right of way.

The portion of Johnson Road right of way to be vacated contains approximately 7,706 square feet, being an unconstructed right-of-way that serves no public need and is not a benefit to the traveling public. Vacating this portion of road right of way will not affect area traffic flow or deprive public access to adjoining properties.

The Petition to Vacate under ORS 368.341 has been filed with the determined fee and, acknowledged signatures of owners of 100 percent of private property proposed to be vacated and acknowledged signatures of owners of 100 percent of property abutting the public property proposed to be vacated, pursuant to ORS 368.351. All abutting property owners in this instance have signed the Consent to Vacate forms that have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, Traffic, along with all local utility companies have been contacted and do not have any objections to this vacation, provided that utility rights are reserved.

This road vacation does not violate any portion of Clackamas County Code 7.03.095 (4) (A). Said Code enumerated as follows;

a. Whether the vacation would inhibit or preclude access to an abutting property, and whether an access reservation would be adequate to protect that access;

Finding: Vacating this right of way would not inhibit or preclude access to any abutting property. Access to abutting properties is still available via existing driveways adjoining Johnson Road.

b. Whether it is physically possible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It may be physically possible to build a road that meets contemporary standards however Johnson Road adequately conveys current traffic flows.

c. Whether it is economically feasible to build a road that meets contemporary standards over the existing terrain or right of way;

Finding: It may be economically feasible to build a road in a portion of this right of way however there is no public need to improve this right of way.

d. Whether there is another nearby road that can effectively provide the same access as the right-of-way to be vacated;

Finding: Johnson Road effectively provides the same access.

e. Whether the right-of-way to be vacated has present or future value in terms of development potential, use in transportation linkages, or use in road replacements;

Finding: The right of way has no present or future value.

f. Whether there are present and future likely benefits of the right-of way to the traveling public;

Finding: There are no present and future likely benefits of the right of way to the traveling public.

g. Whether anticipated growth or changes in use of the surrounding area are likely to impact the future use of the right-of-way proposed to be vacated;

Finding: There are no anticipated impacts to the future use of the right of way proposed to be vacated.

h. Whether the right-of-way proposed to be vacated leads to a creek, river, or other waterway that can be used for public recreation; and

Finding: Not applicable.

i. Whether the right-of-way proposed to be vacated leads to federal, state or local public lands that can be used for public recreation.

Finding: Not applicable.

It is my assessment that the proposed vacation is in the public interest.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the Canby Ferry ITS Project and Authorizing Good Faith Negotiations and Condemnation Actions

Purpose/Outcomes	Under ORS Chapter 203, ORS Chapter 35 and the federal Uniform Act, a local government agency is authorized to declare by resolution or ordinance the necessity and the purpose for which the project is required by enacting a Resolution of Necessity prior to initiating acquisition of the easements or other property rights needed from abutters to the project
Dollar Amount and Fiscal Impact	The right of way budget for the project is estimated to be \$63,000.00 of which \$50,400.00 paid from Federal Ferry Boat Discretionary Funds and \$12,600.00 in County Road Funds. The total amount estimated for this project is \$889,024.00.
Funding Source	Federal Ferry Boat Discretionary Funds and Clackamas County Road Funds.
Duration	The Resolution remains active throughout the project's duration and terminates upon completion of the project or when all litigation associated with the project is concluded.
Previous Board Action	11/9/16 – BCC Approval of a Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project. 09/06/18 – BCC Approval of Amendment No. 1 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project to add funding for construction. 10/04/18 – BCC Approval of an Intergovernmental Agreement for Right of Way Services with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project. 12/02/20 – BCC Approval of a Contract with Harper Houf Peterson Righellis, Inc. for the Canby Ferry ITS Project 07/06/21- Discussion item at issues
Strategic Plan Alignment	1. How does this item align with your department's Strategic Business Plan goals? This item supports the DTD Strategic Focus on Safe Roads and Strategic Result of "Travelers on Clackamas County roads will experience safe roads in good condition." 2. How does this item align with the County's Performance Clackamas goals? This item aligns with "Build a Strong Infrastructure" by constructing an Advanced Traffic Management System.

Counsel Review	Reviewed Date: 6/24/21 NB.
Procurement Review:	1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/>
Contact Person	Sharan LaDuca, Sr. Right of Way Agent 503-742-4675

Background:

Clackamas County received Federal Ferry Boat Discretionary Funds to construct an Advanced Traffic Management System (ATMS) to remotely monitor and control Canby Ferry boat ramps traffic signals and existing advanced electronic roadway signs approaching the ferry ramps. The proposed ATMS will allow County staff and boat operators to remotely control, view, and monitor existing traffic signals at the two boat ramps and electronic signs approaching the ferry area using fiber optic network communication and closed circuit television surveillance cameras. This project will be financed mostly with Ferry Boat Discretionary Program funds with a County Road Fund match.

In order to construct the improvements as designed, additional rights of way and easements will be required. The project is expected to impact two properties abutting the project alignment. The Board has authority to exercise the power of eminent domain under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by purchase or condemnation proceedings. In accordance with the procedure set forth in ORS Chapter 35, a Resolution of Necessity is required before offers are made for needed rights of way, easements, and fee property.

The project design team has collected and analyzed data sufficient to choose an alternative and advance the design of the project. The project has been planned and located in a manner which is most compatible with the greatest public good and which causes the least private injury. The design has progressed through the Department of Transportation and Development (the "Department") project development procedures and the final legal descriptions required for acquisition of the needed rights of way and easements from two properties affected by the project have been developed.

The Department shall negotiate in good faith and accordance with all applicable laws, rules, and regulations in an attempt to reach agreement as to the amount of Just Compensation owed each affected property owner. To fairly determine the amount of Just Compensation, staff will utilize the expertise of authorized real estate appraisers and other such experts.

This resolution directs Department staff to proceed with good faith negotiations for the acquisition of the needed property rights and to utilize the expertise of authorized real estate appraisers and other such experts to assist in the acquisition process. The resolution further requires the Director of the Department to notify the Board if the exercise of the power of eminent domain becomes necessary. Only after this process is completed does it authorize the Office of County Counsel to file a Condemnation Action.

Recommendation:

Staff respectfully recommends that the Board of County Commissioners approve the Resolution of Necessity and Purpose authorizing the acquisition of necessary rights of way, easements, and fee property by good faith negotiation if possible, or condemnation, if necessary.

Sincerely,

Sharan LaDuca

Sharan LaDuca,
Senior Right of Way Agent

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

In the Matter of Declaring the Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property, and Authorizing Good Faith Negotiations and Condemnation Actions for the Canby Ferry ITS Project



Resolution No. _____

Page 1 of 2

This matter comes before the Board of County Commissioners of Clackamas County, Oregon (the "Board") at its regularly scheduled meeting on July 15, 2021 and,

It appearing to the Board that the Canby Ferry ITS Project (the "Project") will construct an Advanced Traffic Management System (ATMS) to remotely monitor and control Canby Ferry boat ramps traffic signals and existing advanced electronic roadway signs approaching the ferry ramps; is consistent with the powers and purposes of County government; and is necessary for public use and the continued growth, safety and welfare of the community; and,

It further appearing that the Board has the responsibility of providing safe transportation routes for commerce, convenience and to adequately serve the traveling public.

It further appearing to the Board that the Project has been planned in accordance with appropriate standards for the improvement of transportation infrastructure such that property damage is minimized, transportation promoted, and travel safeguarded; and

It further appearing to the Board that the Project has been planned and located in a manner which is most compatible with the greatest public good and causes the least private injury; and,

It further appearing to the Board that rights of way, and easements within the boundaries described in the attached Exhibit "A", File 1 and Exhibit "A", File 2 (the "Exhibits") are a necessary part of the Project, consistent with the powers and purposes of County government, and necessary for the continued growth, safety and welfare of the community; and,

It further appearing that the Board has authority under ORS Chapter 203 and ORS Chapter 35 to acquire rights of way, easements, and fee property by good faith negotiation, agreement, and purchase or by exercise of the power of eminent domain with condemnation proceedings; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that this Board declares it necessary and in the public interest that the County Department of Transportation and Development (the "Department"), in connection with this Project, begin the acquisition process, in accordance with all applicable laws, rules, and regulations governing such process, for the necessary rights of way, easements, and fee property, either through good faith negotiation, agreement, and purchase, or, if necessary, by commencement of condemnation proceedings.

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

In the Matter of Declaring the Necessity
and Purpose for Acquisition of Rights of
Way, Easements, and Fee Property, and
Authorizing Good Faith Negotiations and
Condemnation Actions for the Canby
Ferry ITS Project



Resolution No. _____
Page 2 of 2

IT IS FURTHER RESOLVED THAT:

1) The Department be authorized to, in good faith, attempt to negotiate agreements of just compensation with owners of affected property identified in the Exhibits. In so doing, the Department is authorized to retain real estate appraisers, negotiators, and other such experts deemed necessary to assist staff with the acquisition process; and,

2). If the Director of the Department (the "Director") determines that changes to the design of the Project, unanticipated field conditions, or the need to accommodate uneconomic remnants makes it necessary or desirable to modify the rights of way, easements, and fee property required for the Project, the Director shall promptly bring before the Board, and the Board shall promptly consider a resolution amending the Exhibits; and,

3). It is the intention of the Board that the required rights of way, easements, and fee property be obtained through good faith negotiation. The Board acknowledges that the exercise of the power of eminent domain may be necessary. The Director of the Department shall inform the Board when the Director deems eminent domain necessary. Thereafter, the Office of County Counsel is authorized to file complaints of condemnation with the circuit court of the County and take such other steps as it determines necessary for the immediate possession of required rights of way, easements, and fee property and the successful litigation of the condemnation action, including the retention of real estate appraisers, experts, and other consultants deemed necessary to the successful conclusion of that litigation.

Dated this _____ day of _____, 2021.

Tootie Smith, Chair

Recording Secretary

EXHIBIT "A"

Clackamas County
Canby Ferry ITS Project
June 14, 2021
OWNER: Barry Karimi & Greta Karimi

County Project No. 22235
Map & Tax Lot No. 31E09 01100
File 1
Page 1 of 1

Permanent Easement

A 5.00 foot wide strip, as shown on attached Exhibit "B", lying in the Southwest One-Quarter of Section 9, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being a portion of that property as described in a Statutory Warranty Deed to Barry Karimi & Greta Karimi, recorded as Document No. 2018-030675, Clackamas County Deed Records, said easement being further described as follows:

Commencing at South One-Quarter Corner of Section 9, Township 3 South, Range 1 East, Willamette Meridian per U.S.B.T. 2008-072, being also the intersection of SW Advance Rd (County Road 635) and SW Mountain Rd (County Road 55); thence along the centerline of said SW Advance Rd and the south line of the Southwest One-Quarter of said Section 9, N89°36'41"W 70.50 feet; thence leaving said centerline and said south line of the Southwest One-Quarter of Section 9, N00°23'19"E 20.00 feet to a point on the north line of said SW Advance Rd and the **Point of Beginning**; thence along said north line of SW Advance Rd N89°36'41"W 175.00 feet; thence leaving said north line of SW Advance Rd, N00°23'19"E 5.00 feet to a point 5.00 feet from, when measured at right angles to, said north line of SW Advance Rd; thence parallel to said north line of SW Advance Rd, S89°36'41"E 175.00 feet; thence S00°23'19"W 5.00 feet to the **Point of Beginning**

Containing 875 square feet, more or less.

The Basis of Bearings of this legal description is based on OCRS (Portland Zone), NAD 83(2011)(EPOCH:2010.00) per network GNSS Observation, and held at the south line of the Southwest One-Quarter of Section 9, T3S, R1E, W.M., being held at N89°36'41"W, as measured between the South One-Quarter Corner of said Section 9, per U.S.B.T. 2008-072, being a 3-1/4" bronze disk in monument box, and the Southwest Corner of said Section 9, per U.S.B.T. 2008-063, being a 3-1/4" bronze disk.

EXHIBIT "A"

Clackamas County
Canby Ferry ITS Project
June 15, 2021
OWNER: Richard J Richardson & Marion
Lynn Richardson (Co-Trustees) Richardson
Family Living Living Trust

County Project No. 22235
Map & Tax Lot No. 31E16 01801
File 2
Page 1 of 2

Permanent Easement

A 35.00 foot wide strip, as shown on attached Exhibit "B", lying in the Northeast One-Quarter of Section 21, Township 3 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, being of Government Lot 3 of said Section 21; being also a portion of that property as described in a Statutory Warranty Deed to Richard J. Richardson and Marion Lynn Richardson, Co-Trustees of the Richardson Family Living Living Trust, recorded as Document No. 2018-076674, Clackamas County Deed Records, said easement being further described as follows:

Beginning at a point on the west line of said property per Document No. 2018-076674, being also the west line of Government Lot 3 of said Section 21 at its intersection with a southerly right of way line of SW Mountain Road (County Road 55) as described in a deed to Clackamas County, recorded June 24, 1957 as Book 527, Page 122, Clackamas County Deed Records, being also S00°08'07"E 446.02 feet, along said west line of Government Lot 3, from the North One-Quarter Corner of Section 21, Township 3 South, Range 1 East, Willamette Meridian per U.S.B.T. 2009-007; thence, along said southerly right of way line of SW Mountain Rd, S79°25'24"E 35.62 feet to a point 35.00 feet from, when measured at right angles to, said west line of Government Lot 3; thence, parallel to said west line of Government Lot 3, S00°08'07"E 225.00 feet, more or less, to the Willamette River; thence, along the Willamette River, S89°51'53"W 35.00 feet to said west line of Government Lot 3 and the west line of said property per Document No. 2018-076674; thence, along said west line of Government Lot 3 and the west line of said property per Document No. 2018-076674, N00°08'07"W 231.62 feet, more or less, to the **Point of Beginning**

Excepting therefrom, any portion of the above described premises lying within the existing right of way of SW Mountain Road (County Road 55).

Also, Excepting therefrom, any portion of the above described premises lying within the Willamette River.

Containing 6,241 square feet, more or less.

The Basis of Bearings of this legal description is
Based on OCRS (Portland Zone), NAD 83(2011)(EPOCH:2010.00)
per network GNSS Observation, and held at
S00°01'13"E, as measured between
the North One-Quarter Corner of said Section 16,
T3S, R1E, W.M, per U.S.B.T. 2008-072,
being a 3-1/4" bronze disk in monument box, and the
North One-Quarter Corner of Section 21,
T3S, R1E, W.M , per U.S.B.T. 2009-007,
being a 3-1/4" bronze disk in monument box.

RECORDING REQUEST AGREEMENTS/CONTRACTS

New Agreement/Contract :
Amendment/Change Order Original Number:

ORIGINATING COUNTY
DEPARTMENT:

DTD – Capital Projects Engineering
Attn: Sharan LaDuca

OTHER PARTY TO
CONTRACT/AGREEMENT:

BOARD AGENDA ITEM

NUMBER: _____

DATE: July 15, 2021

PURPOSE OF
CONTRACT/AGREEMENT:

Approval of a Resolution Declaring the Public Necessity and Purpose for Acquisition of Rights of Way, Easements, and Fee Property for the **Canby Ferry ITS** Project and Authorizing Good Faith Negotiations and Condemnation Actions

SPECIAL INSTRUCTIONS:

Please record only the Board Resolution with attached Exhibits (do not record the Staff Report) in the property records index.

Return original signed and recorded Board Resolution with attached Exhibits to:

DTD, Capital Projects Engineering, Attention Sharan LaDuca.



July 15, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #3 of the MOU between Business and Community Services and Hoodland Women’s Club to extend time to transfer properties to a Local Park District upon its formation

Purpose/Outcomes	Amend the Memorandum of Understanding (MOU) between Clackamas County Business and Community Services (BCS) and the Hoodland Women’s Club to allow additional time for the formation of a Park District and subsequent transfer of property from Clackamas County to the newly formed Park District.
Dollar Amount and Fiscal Impact	Upon successful formation of a Park District by the Hoodland Women’s Club, BCS would transfer certain real properties to the Park District.
Funding Source	County owned property assets
Duration	February 1, 2018 through May 31, 2022
Previous Board Action	The Board of County Commissioners (BCC) approved the original MOU on February 1, 2018, Agenda Item E.1; BCC approved Amend #1 MOU on April 30, 2020, Agenda Item F.1; BCC approved Amend #2 MOU on October 15, 2020, Agenda item F.1
Strategic Plan Alignment	1) This MOU supports the BCS goal of providing outdoor recreation, camping, and land stewardship services to residents and visitors so they can experience clean, safe and healthy recreation and natural resource opportunities in rural Clackamas County by providing the Hoodland area community with park lands for utilization by a newly formed Park District. 2) This MOU supports County strategic priority to Honor, Utilize, Promote and Invest in our Natural Resources by providing county assets to a newly formed Park District so community members can benefit from the land and engage in outdoor recreation, contributing to the Policy Perspective of supporting a healthy and active lifestyle.
County Counsel Review	County Counsel Review Date: 6/29/2021 Counsel Initials: ARN
Procurement Review	Was the item processed through procurement? N/A
Contact Person	Sarah Eckman, BCS Interim Director, 503-894-3135 Tom Riggs, BCS – County Parks Manager, 503-781-3137
Contract No.	N/A

BACKGROUND:

On February 1, 2018, the Board of County Commissioners approved Business & Community Services (BCS) to enter into an MOU with the Hoodland Women’s Club through the November 2020 election. The MOU provided the recognition of time for Hoodland Women’s Club (HWC) and the desire of Clackamas County, as approved by the Board of County Commissioners and County Parks Advisory Board, to transfer certain real properties to a local Park District upon its successful formation so that the community can self-determine and support the ongoing uses of the transferred real property assets. If district formation is not successful, BCS County Parks would move forward with the sale of these surplus assets as presented to the BCC in 2018. Since that time, the HWC and community have been working diligently to navigate the complex processes for district formation.

On April 30, 2020, the BCC approved an amendment to the MOU due to the COVID-19 pandemic creating challenges to organizing and getting on the ballot as planned. Due to additional delays, a second

amendment was approved on October, 15, 2020. HWC has requested a third extension to May 31, 2022 with the new goal of getting the proposed district on the May, 2022 ballot.

Should a Park District not be formed resulting in the properties not being transferred, BCS intends this to be the last extension granted for this purpose due to the need to transition the real properties to other purposes to reduce and/or eliminate ongoing operational and maintenance costs.

RECOMMENDATION:

Staff respectfully recommends the BCC approve the MOU amendment #3 through May 31, 2022, and clarify that this will be the final extension of this MOU.

ATTACHEMENT:

Amendment #2 to Memorandum of Understanding between Clackamas County Business and Community Services and the Hoodland Women's Club

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Eckman". The signature is written in a cursive, flowing style.

Sarah Eckman
Interim Director
Business & Community Services

**AMENDMENT #3 TO MEMORANDUM OF UNDERSTANDING
BETWEEN CLACKAMAS COUNTY BUSINESS AND
COMMUNITY SERVICES AND
AND THE HOODLAND WOMEN’S CLUB**

THIS AMENDMENT (“Amendment”) is entered into by and between Clackamas County on behalf of its Department of Business and Community Services (“BCS”), a political subdivision of the State of Oregon, and the Hoodland Women’s Club (“HWC”) and shall become a part of that Memorandum of Understanding entered between the parties on February 1, 2018 (the “MOU”).

RECITALS

WHEREAS, Clackamas County currently owns certain real properties known as Hoodland Park, 25400 East Salmon River Road in Welches Oregon. Specifically, the properties are known as the Dorman Center – Map 37E04AA03600 (2.71 acres) and 37E04AA03300 (1.24 acres), the Water Tower – Map 37E04 00903 (5.14 acres), and the Hunchback Strip – Map 37E04 00904 (10.62 acres);

WHEREAS, it is the intent and desire of Clackamas County, as acknowledged by the Board of County Commissioners and County Parks Advisory Board, to transfer the above referenced real property, consistent with applicable law, upon the successful formation of a Park District;

WHEREAS, the parties desire to extend the effective date of the MOU through May 31, 2022;

WHEREAS, the parties desire to further defer designation of the properties as surplus with the intention of selling for a period through May 31, 2022 to give time for the HWC to form and approve a Park District.

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

1. **General Provisions.** Section B.1 is hereby amended to provide a new deferral date, as set for below:

BCS will agree to defer designation of the properties as surplus with the intention of selling for a period through **May 31, 2022** to give time for the HWC to form and approve a Park District consistent with applicable law. Any further deferral is contingent upon written approval by the Clackamas County Board of Commissioners.

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

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

Clackamas County

Hoodland Women’s Club

Chair, Board of County Commissioners

By: _____
Its: _____

Date

Date



Gregory L. Geist
Director

July 15, 2021

Board of County Commissioners
Acting as the governing body of
Water Environment Services

Members of the Board:

Approval of Terminating an Agreement with Park Place Development, Inc.,
Park Place Development, Inc., and
Water Environment Services

Purpose/Outcomes	Termination of Agreement entered into in 1994, where the terms of the agreement have been fulfilled.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A.
Duration	Permanent
Previous Board Action/Review	Adoption of Agreement on June 30, 1994, Order No. 94-719
Counsel Review	This Agreement was reviewed and approved by County Counsel on _____ in April 2021.
Strategic Plan Alignment	1. Grow a Vibrant Economy. Removing unneeded restrictions to allow property owners to more fully utilize subject property.
Contact Person	Chris Storey, WES Assistant Director (503-742-4543)
Contract No.	N/A

BACKGROUND:

Water Environment Services (“WES”) is the successor entity to all contracts and liens entered into by the Tri-City Service District (“TCSD”). In 1994, as part of the closure of the Rossman Landfill, TCSD’s industrial pretreatment group evaluated the site and entered into an agreement with Park Place Development, Inc. and Parker Development Co. (together, the “Owners”) regarding certain mitigation and monitoring requirements (the “Agreement”). WES is now the successor party to such Agreement

This Agreement provided that landfill leachate had to meet certain conditions and certain sampling had to occur to discharge into the sanitary sewer system. The Owners have provided evidence that leachate ceased to be contributed to the wastewater system in August 2006, following DEQ certification regarding the site. WES discontinued monitoring and issued a no further action letter in 2009. The termination of the agreement, and removal of any related title impairments associated with the agreement, could have been done at that time but was not requested by the Owners until now.

WES staff have reviewed the file and confirmed that there is no further need for the Agreement and recommends termination of the 1994 agreement as amended. A document terminating the agreement was prepared, approved by County Counsel, and executed by the Owners.

RECOMMENDATION:

Staff respectfully recommends that the Board, as the governing body of Water Environment Services, approve entering into the Termination of Agreement document as attached.

Respectfully submitted,

Chris Storey, Assistant Director
WES

Attachments: Termination of Agreement document, partially executed (notarization required)

After Recording, Return to:

James F. Dulcich
Schwabe, Williamson & Wyatt, P.C.
1211 S.W. Fifth Avenue, Suite 1900
Portland, Oregon 97204

TERMINATION OF AGREEMENT

This Termination of Agreement is made and entered into as of this 20th day of April, 2021 (the “**Effective Date**”), between Park Place Development, Inc., an Oregon corporation (“**Park Place**”), and Parker Development Co., an Oregon corporation (“**Parker Development**”), on the one hand, and Water Environment Services, an intergovernmental entity formed pursuant to Oregon Revised Statutes Chapter 190 (“**WES**”), on the other.

Recitals

A. On or about April 1, 1994, Park Place and Parker Development, on the one hand, and Tri-City Service District, on the other, entered into an Agreement dated April 1, 1994 (the “**Tri-City Agreement**”). The Tri-City Agreement was recorded in the real property records of Clackamas County, Oregon, on July 15, 1994, as Recording No. 94-057504. The Tri-City Agreement was amended pursuant to an Amendment to Agreement Dated April 1, 1994, that was dated November 1, 1995, and recorded in the real property records of Clackamas County, Oregon, on November 14, 1995, as Recording No. 95-071013.

B. WES is the successor in interest to Tri-City Service District and now holds Tri-City Service District’s right, title, and interest in and to the Tri-City Agreement.

C. Park Place, Parker Development, and WES desire to terminate the Tri-City Agreement.

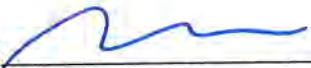
Agreement


Now, therefore, for certain good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Park Place, Parker Development, and WES hereby agree to terminate the Tri-City Agreement, which termination shall be effective as of the Effective Date set forth above.

[Signature Pages Follow]

PARK PLACE DEVELOPMENT, INC., an Oregon corporation

PARKER DEVELOPMENT CO., an Oregon corporation

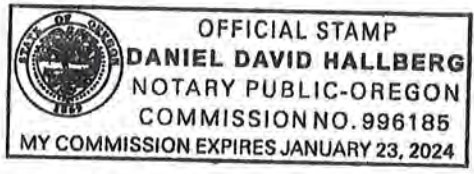
By: 
Bradley S. Miller, Authorized Signatory

By: 
Bradley S. Miller, Authorized Signatory

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me this 20th day of April 2021, by Bradley S. Miller, as Authorized Signatory for Park Place Development, Inc., an Oregon corporation, and Parker Development Co., an Oregon corporation.


Notary Public for Oregon
My Commission Expires: 1-23-2024



WATER ENVIRONMENT SERVICES

By: _____

Name: _____

Title: _____

STATE OF OREGON)
) ss.
County of Clackamas)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Water Environment Services.

Notary Public for Oregon
My Commission Expires: _____