

August 5, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #01 to a Subrecipient Agreement with ColumbiaCare Services, Inc.
for Residential Treatment Services

Purpose/Outcomes	To provide residential treatment services to Clackamas County clients.
Dollar Amount and Fiscal Impact	Amendment #01 does not change the value of the Agreement. The agreement maximum value remains \$1,508,000.00.
Funding Source	No County General Funds are involved. State of Oregon, Community Mental Health Program (CMHP) funds are utilized.
Duration	Effective July 1, 2021 and terminates on September 30, 2021.
Previous Board Action	Agreement reviewed and approved December 3, 2020, Agenda Item 120320-A1.
Strategic Plan Alignment	Ensuring safe, healthy and secure communities through the provision of mental health services.
Counsel Review	Reviewed by Counsel July 1, 2021 (AN)
Procurement Review	Was this item reviewed by Procurement? No Not required for subrecipient agreements and amendments.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Agreement No.	9391 (20-037)

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #01 to a Subrecipient Agreement with ColumbiaCare Services, Inc. for residential treatment services to Clackamas County clients. ColumbiaCare provides these services at seven facilities in Clackamas County, and works collaboratively with the County on treatment planning, admission and discharge authorizations and referrals for clients to specialty behavioral health services.

ColumbiaCare Services, Inc. is a not-for-profit agency that works to promote the whole health and wellness of individuals and communities by developing progressing systems of behavioral health care facilities, housing and service programs in collaboration with providers of social, judicial, health care, and Veterans services.

Amendment #01, effective July 1, 2021 through September 30, 2021, extends the term of the Agreement to ensure no gap in services while a formal procurement process for these services is completed.

RECOMMENDATION:

Staff recommends approval of this Amendment.

Respectfully submitted,

Rodney Cook, Interim Director
Health, Housing and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9391	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #: N/A (Under \$150,000)	Contact: Russell, Angela	<input type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 1 \$ \$0.00
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda

CONTRACT WITH: ColumbiaCare Services, Inc.

CONTRACT AMOUNT: \$1,508,000.00

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 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? 7/1/2021 - 9/30/2021 |

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: Naylor, Andrew _____ Date Approved: Thursday, July 1, 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

N/A (Under \$150,000)

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

ORIGINATING COUNTY

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

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: ColumbiaCare Services, Inc.

PURPOSE OF

CONTRACT/AGREEMENT: Residential Services for Clackamas County Behavioral Health clients residing at ColumbiaCare facilities.

Amendment #01 extends the term of the Agreement three (3) months through September 30, 2021 to allow for the completion of a formal procurement process.

DATE OF EXECUTION: _____

H3S CONTRACT NUMBER: 9391

Subrecipient Amendment

Subrecipient Agreement Number: 20-037 (BH 9391)

Board Order Number:

Department/Division: H3S/Behavioral Health

Amendment No. 01

Subrecipient: ColumbiaCare Services, Inc.

Amendment Requested By: Mary Rumbaugh

Changes: Scope of Service
 Agreement Time

Agreement Budget
 Other: Updates contacts

Justification for Amendment:

This Subrecipient Agreement provides residential treatment services.

Amendment #01 extends the term of Agreement three (3) months through September 30, 2021, and adds additional funding source information.

This Amendment also updates financial reporting dates, and the County's grant accountant and program manager.

Compensation is unchanged by this Amendment.

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.

ColumbiaCare Services, Inc. #9391 – Residential Treatment Services

Subrecipient Agreement 20-037 – Amendment # 1

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AMEND Clackamas County Data, Grant Accountant:

Grant Accountant: Ke`ala Adolpho
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5410 KAdolpho@clackamas.us

TO READ:

Grant Accountant: Nicole Unck
Clackamas County – Finance 2051 Kaen Road Oregon City, OR 97045 (503) 742-5430 NUnck@clackamas.us

AMEND Clackamas County Data, Program Manager:

Program Manager: Nancy Benner
Clackamas County Behavioral Health Division 2051 Kaen Road Oregon City, OR 97045 (503) 742-5960 NBenner@clackamas.us

TO READ:

Program Manager: Josh Thomas
Clackamas County Behavioral Health Division 2051 Kaen Road Oregon City, OR 97045 (503) 742-5960 JThomas@clackamas.us

ColumbiaCare Services, Inc. #9391 – Residential Treatment Services

Subrecipient Agreement 20-037 – Amendment # 1

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AMEND Recitals #2:

WHEREAS, COUNTY holds an Intergovernmental Agreement (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

TO READ:

WHEREAS, COUNTY holds ***Intergovernmental Agreements*** (“IGA”) for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) with the State of Oregon acting by and through its Oregon Health Authority (“OHA”) for the biennium term of 2019-2021;

AMEND Section 1 of the Agreement:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, the period of performance for this award shall be **July 1, 2019 to June 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

TO READ:

1. **Term and Effective Date.** Pursuant to the terms of the grant award, the period of performance for this award shall be **July 1, 2019 to September 30, 2021**, unless sooner terminated or extended pursuant to the terms hereof.

AMEND Section 3 of the Agreement:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, 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.

TO READ:

3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Community Mental Health Program (“CMHP”) IGA 159159 awarded on June 26, 2019 and ***IGA 166036 awarded May 25, 2021***, which is/are the source of the grant funding, in addition to compliance with requirements of Title 42 of the *Code of Federal Regulations* (“CFR”), Part 6A, Sub-Part II & III. A copy of the relevant sections of that grant award have been provided to SUBRECIPIENT by COUNTY, which are attached to and made a part of this Agreement by reference. SUBRECIPIENT shall further comply with any requirements, 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.

AMEND Section 4 of the Agreement:

4. **Grant Funds.** COUNTY's funding for this Agreement is the 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159). The maximum, not to exceed, grant amount COUNTY will pay is **\$1,508,000.00**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$108,000.00** in federal funds are provided through the Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$1,400,000.00** in State funds are provided for funding of other items in the program budget.

TO READ:

4. **Grant Funds.** COUNTY's funding for this Agreement **are the 2019-2021 Intergovernmental Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**). The maximum, not to exceed, grant amount COUNTY will pay is **\$1,508,000.00**. This is a rate-based agreement and disbursements will be made in accordance with the schedule and requirements contained in **Exhibit D: Required Financial Reporting and Reimbursement Request** and **Exhibit E: Performance Measures and Reporting**. Failure to comply with the terms of this Agreement may result in withholding of payment. Funding for this Agreement is from the following sources:

4.1. **Federal Funds: \$108,000.00** in federal funds are provided through the Intergovernmental **Agreements** for the Financing of Community Mental Health, Addiction Treatment, Recovery & Prevention, and Problem Gambling Services (Agreement No. 159159 **and 166036**) (**CFDA 93.958**) issued to COUNTY by the State of Oregon acting by and through its OHA. The State of Oregon receives funds through the Community Mental Health Block Grant from the U.S. Department of Health and Human Services, Office of Substance Abuse and Mental Health Services Administration.

4.2. **Other Funds: \$1,400,000.00** in State funds are provided for funding of other items in the program budget.

AMEND Section 2 of Exhibit D, Required Financial Reporting and Reimbursement Request:

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by July 10, 2021 for June 30, 2021 expenses.

TO READ:

2. Requests for reimbursement shall be submitted by the **10th of the month** for the previous month. The final request for reimbursement shall be submitted by **October 10, 2021 for September 30, 2021** expenses.

AMEND Section 4 of Exhibit D, Required Financial Reporting and Reimbursement Request:

4. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us, NBenner@clackamas.us, and MWestbrook@clackamas.us

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

TO READ:

4. Request for Reimbursement shall be submitted electronically to:

BHAP@clackamas.us, JThomas@clackamas.us, and MWestbrook@clackamas.us

Invoices are subject to the review and approval of the Program Manager and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

AMEND Procedure Section 2 of Exhibit E, Reporting:

- 1) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: NBenner@clackamas.us

TO READ:

- 1) SUBRECIPIENT shall send via secure email a copy of the incident report with twenty-four (24) hours, using the following address:

Secure email: JThomas@clackamas.us

[Signature page follows]

ColumbiaCare Services, Inc. #9391 – Residential Treatment Services

Subrecipient Agreement 20-037 – Amendment # 1

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SIGNATURE PAGE

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

COLUMBIACARE SERVICES, INC.

COUNTY OF CLACKAMAS

 4/30/21
Authorized Signature Date

Tootie Smith, Chair Date
Board of County Commissioners

 _____
Name / Title (Printed)

Approved as to form:

 07/01/2021
County Counsel Date

August 05, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #21 to the Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County

Purpose/Outcomes	Amendment #21 increases PE01-05 COVID-19 Local Active Monitoring by \$169,959.00.
Dollar Amount and Fiscal Impact	Bringing the contract maximum value to \$19,669,700.00
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective May 1, 2021 and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 20, 2019, Agenda item 062019-A1, September 5, 2019, Agenda item 090519-A1, September 26, 2019, Agenda item 092619-A5, October 24, 2019, Agenda item 102419-A5, October 31, 2019, Agenda item 103119-A3, December 12, 2019, Agenda item 121219-A2, January 8, 2020, Agenda item 010920-A8, March 26, 2020, Agenda Item 032620-A5, April 23, 2020, June 25, 230, Agenda item 062520-A8, October 22, 2020, Agenda item 102220-A1, January 14, 2021, Agenda item 011421-A3, January 28, 2021, Agenda item 012821-A8, February 25, 2021, Agenda item 020521-A6, April 29, 2021, Agenda item 042921-A-4, June 03, 2021, Agenda item - 060321-A11
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 30, 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.	9329-21

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #21 increases PE01-05 COVID-19 Local Active Monitoring by \$169,959.00. Bringing the contract maximum value to \$19,669,700.00

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

Page 2 Staff Report
August 5, 2021
Agreement #9329-21

RECOMMENDATION:

Staff recommends the Board approval of this Amendment.

Respectfully submitted,

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9329	Division: PH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Weber, Jeanne	<input checked="" type="checkbox"/> Revenue
	Program Contact: Swift, Rich	<input checked="" type="checkbox"/> Amend # 21 \$ \$169,959.00
		<input checked="" type="checkbox"/> Procurement Verified
		<input checked="" type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, August 5, 2021

CONTRACT WITH: OR-Oregon Health Authority

CONTRACT AMOUNT: \$19,669,700.00

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? 5/1/2021 - 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: Kathleen Rastetter _____ Date Approved: Wednesday, June 30, 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

	New Agreement/Contract
X	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: **8/5/2021** _____

PURPOSE OF

CONTRACT/AGREEMENT: 2019-2021 Local Public Health Authority Agreement
for Public Health Services.

Amendment #21 increases PE01-05 COVID-19 Local Active Monitoring by
\$169,959.00 bringing the contract maximum value to \$19,669,700.00

H3S CONTRACT NUMBER: **9329** _____

Agreement #159803



**TWENTY-FIRST AMENDMENT TO OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE
FINANCING OF PUBLIC HEALTH SERVICES**

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

This Twenty-First Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Public Health Services, effective July 1, 2019, (as amended the "Agreement"), is between the State of Oregon acting by and through its Oregon Health Authority ("OHA") and Clackamas County, ("LPHA"), the entity designated, pursuant to ORS 431.003, as the Local Public Health Authority for Clackamas County.

RECITALS

WHEREAS, OHA and LPHA wish to modify the Fiscal Year 2021 (FY21) Financial Assistance Award set forth in Exhibit C of the Agreement.

WHEREAS, OHA and LPHA wish to modify the Exhibit J information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows

AGREEMENT

1. This Amendment is effective on the first day of the of the month noted in the Issue Date section of Exhibit C Financial Assistance Award FY21.
2. Section 1 of Exhibit C of the Amended and Restated Agreement, entitled "Financial Assistance Award" for FY21 is hereby superseded and replaced in its entirety by Attachment A, entitled "Financial Assistance Award (FY21)", attached hereto and incorporated herein by this reference. Attachment A must be read in conjunction with Section 3 of Exhibit C.
3. Exhibit J of the Amended and Restated Agreement entitled "Information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200" is amended to add to the federal award information datasheet as set forth in Attachment B, attached hereto and incorporated herein by this reference.
4. LPHA represents and warrants to OHA that the representations and warranties of LPHA set forth in Section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
5. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
6. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
7. The parties expressly ratify the Agreement as herein amended.

8. 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.

9. Signatures.

STATE OF OREGON ACTING BY AND THROUGH ITS OREGON HEALTH AUTHORITY (OHA)

By: _____

Name: /for/ Carole L. Yann

Title: Director of Fiscal and Business Operations

Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____

Name: Tootie Smith

Title: Chair, Board of County Commissioners

Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Approved by Wendy Johnson, Senior Assistant Attorney General on July 9, 2020. Copy of emailed approval on file at OHA, OC&P.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____

Name: Derrick Clark (or designee)

Title: Program Support Manager

Date: _____

**Attachment A
Financial Assistance Award (FY21)**

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee Name: Clackamas County Street: 2051 Kaen Rd., Suite 637 City: Oregon City State: OR Zip: 97045-4035		2) Issue Date Saturday, May 1, 2021	This Action Amendment FY 2021	
4) OHA Public Health Funds Approved		3) Award Period From July 1, 2020 through June 30, 2021		
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE01-01	State Support for Public Health	\$506,554.00	\$0.00	\$506,554.00
PE01-04	COVID19 Response	\$0.00	\$0.00	\$0.00
PE01-05	COVID-19 Local Active Monitoring	\$2,799,435.00	\$169,959.00	\$2,969,394.00
PE01-07	ELC ED Contact Tracing	\$1,655,709.00	\$0.00	\$1,655,709.00
PE01-08	COVID Wrap Direct Client Services	\$20,000.00	\$0.00	\$20,000.00
PE01-09	COVID-19 Active Monitoring - ELC	\$4,757,197.00	\$0.00	\$4,757,197.00
PE01-10	OIP - CARES	\$1,265,402.00	\$0.00	\$1,265,402.00
PE02	Cities Readiness Initiative	\$35,546.00	\$0.00	\$35,546.00
PE07	HIV Prevention Services	\$127,562.00	\$0.00	\$127,562.00
PE12	Public Health Emergency Preparedness and Response (PHEP)	\$177,386.00	\$0.00	\$177,386.00
PE13-01	Tobacco Prevention and Education Program (TPEP)	\$275,286.00	\$0.00	\$275,286.00
PE27-04	PDOP Naloxone Project (SOR)	\$16,248.00	\$0.00	\$16,248.00
PE27-05	PDOP Bridge (PDO/SOR)	\$30,000.00	\$0.00	\$30,000.00
PE40-01	WIC NSA: July - September	\$191,491.00	\$0.00	\$191,491.00

4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE40-02	WIC NSA: October - June	\$579,475.00	\$0.00	\$579,475.00
PE40-03	BFPC: July - September	\$18,191.00	\$0.00	\$18,191.00
PE40-04	BFPC: October - June	\$54,574.00	\$0.00	\$54,574.00
PE40-05	Farmer's Market	\$53.00	\$0.00	\$53.00
PE42-03	MCAH Perinatal General Funds & Title XIX	\$11,118.00	\$0.00	\$11,118.00
PE42-04	MCAH Babies First! General Funds	\$35,527.00	\$0.00	\$35,527.00
PE42-06	MCAH General Funds & Title XIX	\$20,860.00	\$0.00	\$20,860.00
PE42-11	MCAH Title V	\$119,462.00	\$0.00	\$119,462.00
PE42-12	MCAH Oregon Mothers Care Title V	\$9,482.00	\$0.00	\$9,482.00
PE43-01	Public Health Practice (PHP) - Immunization Services	\$92,240.00	\$0.00	\$92,240.00
PE43-06	CARES Flu	\$108,767.00	\$0.00	\$108,767.00
PE44-01	SBHC Base	\$371,271.00	\$0.00	\$371,271.00
PE44-02	SBHC - Mental Health Expansion	\$376,500.00	\$0.00	\$376,500.00
PE46-05	RH Community Participation & Assurance of Access	\$43,532.00	\$0.00	\$43,532.00
PE50	Safe Drinking Water (SDW) Program (Vendors)	\$176,970.00	\$0.00	\$176,970.00
PE51-01	LPHA Leadership, Governance and Program Implementation	\$287,331.00	\$0.00	\$287,331.00
PE62	Overdose Prevention-Counties	\$123,545.00	\$0.00	\$123,545.00
		\$14,286,714.00	\$169,959.00	\$14,456,673.00

5) Foot Notes:	
PE01-01	1/1/2021: Please note PE language has been updated effective 12/31/2020.
PE01-04	9/2020: SFY21 Funding for 7/1/2020-12/30/2020 is CARES Act funding. Funds must be spent by 12/30/20. Indirect charges are not permitted.
PE01-04	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-05	9/2020: SFY21 Funds can be spent from 7/1/20-12/30/2020 only. CARES Act funding. Indirect expenses are not allowed.
PE01-05	3/2021: SFY21 Funding for 7/1/2020-6/30/2021 is CARES Act funding. Funds must be spent by 6/30/2021. Indirect charges are not permitted.
PE01-08	Funds are for 1/1/2021-6/30/2021.
PE01-09	Funds are available 01/15/2021 - 06/30/2023
PE01-10	Awarded funds can be spent on allowable costs for the period of 7/1/2020 - 6/30/2024. Any unspent funds as of 6/30/21 will be rolled over into the FY22 award. Please see provided budget guidance for more details on roll over information.
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021
PE27-04	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE27-05	Initial SFY21: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.
PE40-01	Initial SFY21: July - September 2020 (PE40-01) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-02).
PE40-02	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report.
PE40-02	11/2020: Award adjustment for telehealth work, see updated PE40-02 comment for new Nutrition Ed and Breastfeeding Ed amounts
PE40-02	-
PE40-03	Initial SFY21: July - September 2020 (PE40-03) award must be spent by 9/30/2020. The expenses for State reimbursement should be put on 1st quarter Revenue and Expense Report. The underspent amount cannot be carried over to October 2020 - June 2021 (PE40-04)
PE40-03	SFY2021 Q1 reconciliation for underspending
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report
PE42-11	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.

5) Foot Notes:	
PE42-12	Initial SFY21: LPHA shall not use more than 10% of the Title V funds awarded for a particular MCAH Service on indirect costs. See PE42 language under 4. a. (3) Funding Limitations for details.
PE42-12	Initial SFY21: Due to COVID-19 pandemic, additional one-time funding was allocated to OMC sites in FY21 to support outreach and service provision efforts.
PE43-06	Allowable expenses for FY21 include the period of 6/6/2020 – 6/30/2021. All expenses for the entire period should be reported on the FY21 Revenue and Expenditure reports.
PE62	8/2020: Indirect Cost Rate for the Federal Award is 10.00%. Recipients of PEs funded by this award shall not use more than 10.00% on indirect costs.

6) Comments:	
PE01-01	8/2020: Adding revised PE01 language to all grantees, changes are to align PE language with the current SFY21 template, no changes to award amount. 9/2020: Adding revised PE language clarifying Memorandum of Understanding requirements.
PE01-05	9/2020a: SFY21 Rollover of unspent funds \$565,749.49 from FY20 to FY21. Must be spent by 12/30/20. 9/2020b. Case investigation FFS 3/27-7/31/20 \$1,523,814.88; 10/2020 Rollover add FY20 unspent funds of \$14,116.83 to FY21; Case Investigation FFS through 8/31/20 \$695,753.80; 5/2021 - add'l funds for FFS Case Management
PE01-07	1/2020: ELC Funding is for Dec 31, 2020 through June 30, 2021.
PE01-08	1/2021: add award for wrap client direct services
PE01-09	SFY21: COVID Award
PE07	08/2020: PE language updated to reflect change in systems for data entry associated with HIV testing and to update expired links throughout document. Initial SFY21: \$39,233 FF available for use 07/01/20-12/31/20; \$39,233 FF available for use 01/01/21-06/30/21; \$49,096 GF available for use 07/01/20-06/30/21
PE12	08/2020: Amending to revise PE12 language
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.
PE27-05	Initial SFY21: \$30,000 in FY21 available 7/1/2020 - 9/29/2020.
PE40-01	Initial SFY21: Spend \$38,298 on Nutrition Ed; \$7,605 on BF Promotion
PE40-02	Initial SFY21: Spend \$114,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed 11/2020: Spend \$115,895 on Nutrition Ed; \$22,815 on Breastfeeding Ed; Previous comment void and replaced by this one
PE40-03	Initial SFY21: Award amount to be spent by 9/30/2020
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020
PE44-01	3/2021: increase award
PE62	8/2020: \$123,545 in FY21 is from OD2A YR 2, Funding Available 10/1/20-6/30/21

7) Capital outlay Requested in this action:				
Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$5,000 and a life expectancy greater than one year.				
Program	Item Description	Cost	PROG APPROV	

Attachment B
Information required by CFR Subtitle B with guidance at 2 CFR Part 200

PE01-05 COVID-19 Local Active Monitoring

Federal Award Identification Number:	N/A	N/A
Federal Award Date:	3/1/20	3/1/20
Budget Performance Period:	3/27/2020-12/30/2021	3/27/2020-12/30/2021
Awarding Agency:	CARES Act	CARES Act
CDFA Number:	21.019	21.019
CFDFA Name:	CARES Act	CARES Act
Total Federal Award:	94,200,000	94,200,000
Project Description:	CARES Act	CARES Act
Awarding Official:	N/A	N/A
Indirect Cost Rate:	N/A	N/A
Research and Development (T/F):	FALSE	FALSE
PCA:	50248	50251
Index:	50109	50109

Agency	DUNS No.	Amount	Amount	Grand Total:
Clackamas	096992656	\$2,969,394.00	\$0.00	\$2,969,394.00

August 05, 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 (OHA) for Public Health Medicaid Administrative Claiming (PH MAC)

Purpose/Outcomes	Public Health Medicaid Administrative Claiming (PH MAC) is a reimbursement mechanism that 22 Oregon county health departments use to pay for the time spent by Public Health staff on administrative activities not otherwise reimbursed by Medicaid.
Dollar Amount and Fiscal Impact	The contract Maximum is \$1,900,000. over a 5 year period
Funding Source	Public Health Nurse Home Visiting Program will pay the matching funds with their fee for service revenue. No additional County General Funds are involved. No re-allocation of Public Health approved County General Funds will be made. Cost recovery payment to Public Health comes through the State
Duration	Effective upon full execution and terminates on June 30, 2026
Previous Board Action	No previous Board actions
Strategic Plan Alignment	1. Efficient and effective services 2. Build a strong infrastructure
Counsel Review	County counsel has reviewed and approved this document on July 06, 2021 AN
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.	10166

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of. Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority (OHA) for Medicaid Administrative Claiming (MAC)

Public Health Medicaid Administrative Claiming (PH MAC) is a reimbursement mechanism that 22 Oregon county health departments use to pay for the time spent by Public Health staff on administrative activities not otherwise reimbursed by Medicaid. Examples of these activities include the following: outreach and health education; a range of transportation services for the home visitation staff and for families; interpretation services; contacting pregnant women about

Page 2 Staff Report
August 5, 2021
Agreement #10166

the availability of Medicaid prenatal and well-baby care programs and services; and providing referral assistance to families. PH MAC cannot be used for direct health services that are reimbursed by Medicaid or other federal funding (e.g., WIC, Title V). The nurses, community health workers, interpreters, and administrative staff within the Public Health Nurse Home Visiting Program can all use Public Health MAC.

PH MAC reimbursement requires a 50% match from participating county health departments, participation in a quarterly time verification study, and quarterly claim submissions. The time verification study is conducted by OHA and the Multnomah County Education Service District. There is a small cost that participating county health departments must pay to OHA and the Multnomah County Education Service District to administer the time verification study and manage the resulting data. The cost is nominal. Given these factors, quarterly PH MAC claims vary; however, within the last fiscal year, the average MAC claim (between all 22 participating agencies) was about \$38,500 per quarter.

Bringing the contract maximum value to \$1,900,000.00

This contract is effective upon full execution and continues through June 30, 2026.

RECOMMENDATION:

Staff recommends the Board approval of this Amendment.

Respectfully submitted,

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10166

Division: PH
Contact: Weber, Jeanne
Program Contact:
Philip Mason-JOyner

- Subrecipient
 Revenue
 Amend
 Procurement Verified
 Aggregate Total Verified

Board Order #:

Non BCC Item BCC Agenda Date: Thursday, August 5, 2021

CONTRACT WITH: State of Oregon

CONTRACT AMOUNT: \$1,900,000.00

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 checked="" type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Property/Rental/Lease |
| <input type="checkbox"/> Interagency Services Agreement | <input type="checkbox"/> One Off |

DATE RANGE

- Full Fiscal Year _____ - _____ 4 or 5 Year _____ - _____
 Upon Signature _____ - 6/30/2026 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 30, 2021

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE: _____

Date: _____

H3S Admin
Only

Date Received: _____
Date Signed: _____
Date Sent: _____



Agreement Number 170610

**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 Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA," and

**Clackamas County
2051 Kaen Road, Suite 367
Oregon City, OR 97045
Attention: Philip Mason-Joyner
Telephone: (503) 742-5300
E-mail address: pmason@clackamas.us**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to OHA's

**OHA – Public Health
Maternal & Child Health, Center for Prevention & Health Promotion
800 NE Oregon Street, Suite 825
Portland, OR 97232
Agreement Administrator: David Anderson or delegate
Telephone: (971) 276-0412
Facsimile: (971) 947-1177
E-mail address: david.v.anderson@dhsaha.state.or.us**

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2026**. Agreement termination or expiration shall not extinguish or prejudice either party’s right to enforce this Agreement with respect to any default by the other party that has not been cured.

2. Agreement Documents.

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Terms and Conditions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

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

c. For purposes of this Agreement, “Work” means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

3. Consideration.

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$1,900,000.00**. OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

b. OHA will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A.

4. Contractor or Subrecipient Determination.

In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- County is a subrecipient County is a contractor Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.778

5. County Data and Certification.

a. County Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

County Name (exactly as filed with the IRS): _____

Street address: _____

City, state, zip code: _____

Email address: _____

Telephone: () _____ Facsimile: () _____

Proof of Insurance: County shall provide the following information upon submission of the signed Agreement, all insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: _____

Policy #: _____ Expiration Date: _____

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

- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;

- (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- (7) County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding;
 - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (8) County Federal Employer Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is required to provide OHA with the new FEIN within 10 days.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

COUNTY: YOU WILL NOT BE PAID FOR WORK PERFORMED PRIOR TO NECESSARY STATE APPROVALS

6. Signatures. This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

Clackamas County

By:

Authorized Signature

Printed Name

Title

Date

State of Oregon, acting by and through its Oregon Health Authority pursuant to ORS 190

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Via E-mail by Jeffrey J. Wahl, Assistant Attorney General

June 30, 2021

Department of Justice

Date

EXHIBIT A

Part 1 Statement of Work

Public Health MAC Time Study Activity Codes

- A1. Outreach and Application Assistance for the Medicaid Program** means interviews, group meetings, phone contacts or home visits that inform Medicaid eligible and potentially Medicaid eligible individuals and their families about the benefits and availability of services provided by the Medicaid program. Additionally informing individuals and their families on how to access, use and maintain participation in all health care resources (i.e. Medicaid, Early Periodic Screening and Diagnostic Testing, etc.), creating and/or disseminating materials to inform children and families about Medicaid and assisting them to make application for Medicaid eligibility (i.e. collecting information for the Medicaid application, helping to complete necessary forms for the Medicaid application, and updating of forms as necessary if a child or family's circumstances change), related staff travel and paperwork.
- A2. Outreach and Application Assistance for Non-Medicaid Programs** means activities that assist the patient/client in gaining access to non-Medicaid services, effectively utilizing social services and community wellness programs. (Included are housing, commodities, food banks, Women's Infant and Children Program ("WIC"), foster care, financial assistance, exercise and weight loss programs, energy assistance, childcare, after school programs, friendly visitor and vocational services). Activities that assist the client in applying for these services, including form preparation, related staff travel and paperwork.
- B1. Referral, Coordination, Monitoring, and Training of Medicaid Services** means making referrals for and coordinating the delivery of diagnostic and preventive service and treatment for health, vision, dental, developmental, mental health, substance abuse and other Medicaid services. Includes staffing to coordinate Medicaid case plan services (participation in multidisciplinary team meetings, conferencing on health, developmental issues, consultations), gathering background information and supportive information, such as medical histories, writing case plans, or summaries and preparing and/or presenting materials for case review, arranging for health services and coordinating services (i.e. psychological counseling, health, substance abuse counseling and consultation, inpatient services), related staff travel and paperwork.
- B2. Referral, Coordination, Monitoring, and Training of Non-Medicaid Services:** means making referrals for and coordinating the delivery of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs,

friendly visitor and vocational services) arranging transportation for these services and related staff travel and paperwork.

- C1. Medicaid/OHP transportation and translation** means assisting an individual to obtain transportation to services covered by OHP, arranging for or providing translation services to facilitate access to OHP services. Include related paperwork, clerical activities or staff travel required to perform these activities.
- C2. Non-Medicaid/OHP transportation and translation** means assisting an individual to obtain transportation to services not covered by Medicaid/OHP, or arranging for or providing translation services related to social, vocational, or educational programs. Include related paperwork, clerical activities or staff travel time required to perform these activities.
- D1. System Coordination Related to Medicaid Services:** means working internally and with other agencies to improve Medicaid health services, identify gaps in services, expand health and medical services; and improve capacity to engage in medical assistance services and to expand access and linkage to medical and health services and their utilization by medical assistance target populations, gathering information about the target population to improve early identification of health and developmental problems; related staff travel and paperwork.
- D2. System Coordination Related to Non-Medicaid Services:** means working internally and with other agencies to improve social services, identify gaps in services, expand and improve capacity to engage in non-Medicaid activities, expand access and linkage to non-Medicaid services, their utilization by target populations; related staff travel and paperwork.
- E. Direct Health Care Services:** means providing direct health care services to a patient, such as well baby checkups, immunizations, disease management, counseling, and including medical case management or other activities that are an integral part or extension of a patient's visit. Included is all related paperwork, clerical activities, staff time, or travel required performing these services
- F. Other Work Activities:** means all other paid work activities that do not fall under one of the above categories. Time off for vacation, sick leave, family leave, holidays, jury duty, paid lunchtime, comp time, and any other time away from work if the time is paid. Such activities may include payroll, maintaining inventories, developing budgets, general supervision, etc. All related paperwork, clerical activities, or staff travel would also be included.

1. BACKGROUND

Under Title XIX of the Social Security Act (“the Act”), the federal government and states share the cost of funding the Medicaid program, which provides medical assistance to certain low-income individuals. Federal Financial Participation (“FFP”) is the federal government’s share for states’ Medicaid program

expenditures. States may claim FFP for providing administrative activities that are found to be necessary by the Secretary of the U.S. Department of Health and Human Service for proper and efficient administration of the state Medicaid plan. The process applicable to claiming administrative costs is referred to herein as Medicaid Administrative Claiming or MAC.

OHA and County intend to improve health services access and availability for children and families eligible for medical assistance under Medicaid and who reside in the geographic area(s) served by the County. Under the Agreement, County will perform Title XIX administrative activities, and OHA will reimburse County for the cost of performing these administrative activities. County will provide, through its own staff and through subcontracts, outreach, health care coordination, and other medical assistance related administrative activities that support OHA's administration of the Title XIX Medicaid Oregon State Plan (the "State Medicaid Plan.").

2. STATEMENT OF WORK

County shall directly and through subcontracts approved by OHA provide to Medicaid-eligible clients allowable Title XIX administrative activities as follows: (a) Outreach and Application Assistance for the Medicaid Program; (b) Referral, Coordination, Monitoring, and Training of Medicaid Services; (c) Medicaid/Oregon Health Plan ("OHP") transportation and translation; and (d) System Coordination Related to Medicaid Services, (collectively, the "Work"), which are further defined in Exhibit A Part 1, attached and hereby incorporated by reference as part of this Agreement.

a. County Responsibilities. The County shall perform the following:

- (1)** Utilize the specific Time Study Activity Codes as set forth in Exhibit A, Part 1 ("Activity Codes"), approved by OHA and the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid ("CMS") to document all time spent on all activities listed in Exhibit A and to claim all costs under this Agreement for allowable Medicaid administrative activities. Specifically, County shall use the Activity Codes to document all time spent on all activities listed in Exhibit A ("Documented Time") throughout four (4) specifically identified days per claiming quarter ("Survey Days"). OHA shall randomly select the Survey Days and notify County in advance of the Survey Days selected.
- (2)** Provide training to its employees and subcontractors on the implementation of the Time Study and Activity Codes to ensure County's employees and subcontractors make claims only for allowable Medicaid administrative activities.
- (3)** Submit all MAC information to the Multnomah Education Service District ("MESD") for MESD's preparation of claiming information documents and subsequent MAC claims to OHA. In accordance with its agreement with OHA, MESD will post on secure Internet site

quarterly claiming information for County's review and approval. Steps in the approval process shall be as follows:

- (a)** Within one week of posting by MESD of a County's claim, OHA shall send an electronic invoice to a designated contact at County. Invoice shall bill County for State match portion of Medicaid funds, more specifically described in Exhibit A, Part 3. County shall have one week from the date it receives the invoice to review and notify the OHA Contract Administrator in writing of its disapproval—if any—of the document. At the time County disapproves a quarterly claiming information document, County must provide corrected information to OHA Contract Administrator. County shall send such notices to OHA Agreement Administrator at the address indicated on the face page of this Agreement.
- (b)** If the County's total Documented Time throughout the Survey Days is equal to or greater than fifty percent (50%) of the total time County spends on all activities throughout the Survey Days, whether Documented Time or otherwise ("Total Time"), County shall provide OHA with an acceptable explanation for the percentage of Documented Time to Total Time.

If the explanation is acceptable to OHA and remains the same over time even through County's total Documented Time throughout the Survey Days continues to be equal to or greater than fifty percent (50%) of the total time County spends on all activities throughout the Survey Days, then upon approval by OHA, County shall maintain supporting documentation and will not be required to provide an explanation to OHA unless circumstances supporting the explanation change significantly. In that case County shall submit acceptable documentation prior to payment. OHA reserves the right to request at any time documentation concerning County's Documented Time and an explanation for that documentation.

Notwithstanding that actual percentage of Documented Time throughout the Survey Days, County shall document and maintain in its records an explanation of Documented Time for any individual that is equal to or exceeds fifty percent (50%) of that individual's Total Time throughout the Survey Days. Such documentation does not have to be provided as part of the quarterly claiming process but must be made available to OHA upon request.

- (c)** County shall signify its approval of the claim by signing and dating the invoice and sending it with enclosed payment of the

50% match (as explained in Subsection a. (12) of this Section) to the address given on the invoice.

- (4)** Be responsible for creating its own claiming information documents in order to document the bases for MAC claims submitted to OHA, in the event that the Agreement between OHA and MESD expires or terminates prior to the expiration or termination of this Agreement.
- (5)** Provide MESD with its actual and current cost pool data, including the total number of staff in the cost pool, and Medicaid eligible percentage for the claimed quarter, within 30 days after the end of each quarterly claiming period. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee and subcontractor, including each employee of subcontractor; and the percentage of time each employee and subcontractor, including each employee of subcontractor, spends on the coded activities listed in Exhibit A.
- (6)** Ensure that all MAC claims for the Work are in accordance with requirements applicable to MAC claims in OMB Circular A-87 and the State Medicaid Plan, which are incorporated herein by this reference. The Work for which County claims reimbursement must be directly related to the administration of the State Medicaid Plan for FFP to be available.
- (7)** Obtain OHA's prior written approval of any subcontracts proposed by County for the purpose of carrying out the Work under this Agreement, by:
 - (a)** Providing OHA with a draft copy of each subcontract; and
 - (b)** Upon obtaining OHA verbal approval of each subcontract, submitting to OHA a copy of the signed subcontract.
- (8)** Monitor subcontracts to ensure that the Medicaid administrative activities and costs being tracked and billed to County by subcontractors are allowable and related to the purpose of this Agreement.
- (9)** Monitor compliance with the requirements of this Agreement and maintain all records that support the quarterly claiming information documents and MAC claims for the Work performed, including but not limited to: position details, Time Study results, and salary and benefit information pertaining to relevant cost pool members, to include clear identification of federal portions of salary and benefits and the process by which those federal funds are removed from cost pool information prior to the information's submittal to MESD. As specified by OHA, other information applicable to the Work provided under this Agreement may be required in order for OHA to approve a claim.

- (10) Upon request from OHA, the Oregon Department of Justice, Medicaid Fraud Unit, the Secretary of State's Office, or the federal government, make available all records that support the quarterly MAC claims to OHA for Work performed.
- (11) Assure that Medicaid eligible children and families receiving assistance under this Agreement are free to accept or reject Medicaid services and are free to receive such services from an enrolled provider of their choice unless otherwise restricted to a provider of the Oregon Health Plan by OHA.
- (12) Pay OHA for the State match portion of Medicaid funds for MAC claims submitted to OHA, and the OHA intergovernmental charge, as more specifically described in Exhibit A, Part 3.
- (13) Use the OHA-provided Medicaid-eligible percentage for County in its cost calculations unless another statistically based calculation has been approved by OHA.

b. OHA responsibilities. OHA will:

- (1) In accordance with Section 2.a.(3) of this Exhibit, upon receipt of a signed invoice and payment from County of its 50 percent match in accordance with its approval of the claiming information produced by MESD, submit the resulting MAC claim to the federal government for payment.
- (2) Within 30 days of receipt of the County's match, pay the County's claim for the quarter.
- (3) Provide technical assistance and training to County, its employees, all County subcontractors and County subcontractors' employees on the use of MESD's web-based Time Study tool and Activity Codes, and all other processes and claiming information documents necessary for County's MAC claims.
- (4) Assist County in the review of and provide comments on the subcontracts between County and its subcontractors to carry out Work under this Agreement. OHA's review of subcontracts is not made for the purpose of providing legal advice to County. OHA will provide written approval of any subcontracts proposed by the County.
- (5) Provide assistance to County in the identification of Medicaid administrative activities eligible for reimbursement under this Agreement and reimburse County as described in Exhibit A, Part 3.
- (6) Assist County in responding to any federal Medicaid compliance issues.

EXHIBIT A

Part 2 Payment and Financial Reporting

1. Summary of Medicaid Payment Methodology

County shall send all invoices to OHA Contract Administrator at the address specified on page 1, or to any other address as OHA may indicate in writing to County. County's claims to OHA for overdue payments on invoices are subject to ORS 293.462.

Under Title XIX of the Act, the federal government and states share the cost of providing allowable Medicaid administrative activities. The State share for Medicaid administrative activities County will provide under this Agreement is 50% (fifty percent) of the total allowable costs attributable to Medicaid administrative activities. County shall, on a quarterly basis, pay to OHA, through an Intergovernmental Transfer (IGT) that is in accordance with Section 1903(w)(7)(G) of the Act, 50% (fifty percent) of the total allowable costs of providing Medicaid administrative activities, which represents the State match portion of the Medicaid expenditures.

The State match funds County transfers to OHA shall be public funds that are not federal funds, or shall be federal funds authorized by federal law to be used to match other federal funds. OHA shall then pay County the total allowable costs of providing Medicaid administrative activities in arrears on a quarterly basis. OHA shall claim the FFP amount from CMS.

Allowable administrative Medicaid costs are separate from any other direct Medicaid or other services that may be provided by County pursuant to separate Medicaid funding agreements or authorizations. Duplicate payments are not allowable when determining administrative costs under Medicaid. Payments for allowable activities must not duplicate payments that have been or should have been included and paid as part of a rate for services, part of a capitation rate, or through some other local, State or federal program. Medicaid administrative costs may not be claimed for activities that are integral parts or extensions of medical services. Furthermore, in no case shall County be reimbursed more than the actual cost of the activities claimed by County under this Agreement.

2. Payment for all Work performed under this Agreement shall be subject to the provisions of ORS 293.462. The maximum, not to exceed amount payable to County for providing Medicaid administrative activities under this Agreement is specified in Section 3 of this Agreement. OHA will only pay for Work performed and documented in accordance with Exhibit A, Part 2, Section 2.a., of this Agreement, and otherwise permitted by Medicaid.
3. County shall reimburse OHA 50% (fifty percent) of the amounts paid to County under this Agreement for the State match portion, as specified in Section 5 below.
4. For purposes of this Agreement, all MAC claims submitted to OHA by MESD are deemed to be submitted by County. County shall submit MAC claims for Medicaid allowable administrative activities only. Medicaid does not pay for administrative expenditures

related to, or in support of, services that are not included in the State Medicaid Plan, the Oregon Health Plan, or services which are not reimbursed under Medicaid. In addition, Medicaid does not pay for health care services that are rendered free of charge to the general population. Thus, any administrative activity which supports the referral to, coordination of, planning of, or screening for services that are provided free to the general population would not be considered as Medicaid administration.

5. County shall submit to MESD quarterly, in arrears, all cost pool data, utilizing the MESD web-based time study tool, for the Medicaid administrative costs claimed under this Agreement. County shall determine the amount of Medicaid administrative costs according to the federal formula, which is found in the Medicaid Administrative Claiming Public Health Manual, Version 2.0, and provided to the County by OHA.
 - a. County shall pay by IGT to OHA quarterly upon invoice from OHA for:
 - (1) The State match portion which is equal to 50% (fifty percent) of the amount claimed by County and accepted by OHA for the total allowable Medicaid administrative costs; and
 - (2) An OHA quarterly intergovernmental charge of \$20.00 per cost pool member.
 - b. OHA will reimburse County in arrears on a quarterly basis for the total allowable costs of providing Medicaid administrative activities.
6. County certifies by its signature to this Agreement that for the purposes of 42 CFR § 433.51, the funds it transfers to OHA pursuant to this Agreement are public funds that are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds. County further certifies by its signature to this Agreement that these funds will not be committed or earmarked for non-Medicaid activities, nor will be contractually obligated for provision of health care services to the indigent or for any other non-Medicaid activity.
7. County shall be financially responsible for the final amount of any claim for services provided under this Agreement that CMS or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by County unallowable, OHA shall provide County written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, County shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that County wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to County under this Agreement, or any payment to County from OHA under any other contract or agreement between County and OHA, present or future. Nothing in this section shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this section shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.
8. **Travel and Other Expenses.**

OHA will not reimburse County for any travel or additional expenses under this Agreement.

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

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

2. Amendments.

- a.** OHA reserves the right to amend or extend the Agreement under the following general circumstances:
 - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the County under this Agreement.
 - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b.** OHA further reserves the right to amend the Statement of Work based for the following:
 - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
 - (2) Implement additional phases of the Work; or
 - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in

combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22 “Amendments” of this Agreement.

3. County Requirements to Report Abuse of Certain Classes of Persons.

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
 - (2) Elderly Persons (ORS 124.055 through 124.065);
 - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
 - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
- b. County shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. County shall immediately report suspected child abuse, neglect or threat of harm to DHS’ Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the County shall notify the referring DHS caseworker within 24 hours. County shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person’s age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. **Background Checks. Reserved.**
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.
6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the OHA office that referred the child or family. The County will make immediate contact with the OHA office when media contact occurs. The OHA office will assist the County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** The County must provide services to OHA clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

EXHIBIT B

Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and OHA, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or OHA to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
 - a. County represents and warrants as follows:
 - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
 - (2) **Due Authorization.** The making and performance by County of this

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

- (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
- (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
- (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

b. OHA represents and warrants as follows:

- (1) Organization and Authority. OHA has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.
- (2) Due Authorization. The making and performance by OHA of this Agreement (a) have been duly authorized by all necessary action by OHA and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which OHA is a party or by which OHA may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by OHA of this Agreement, other than approval by the Department of Justice if required by law.
- (3) Binding Obligation. This Agreement has been duly executed and delivered

by OHA and constitutes a legal, valid and binding obligation of OHA, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

5. Funds Available and Authorized Clause.

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

- 6. **Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and OHA, result in payments to County to which County is not entitled, OHA, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify OHA that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

7. Reserved.

8. **Ownership of Intellectual Property.**

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

9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by OHA to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

10. OHA Default. OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein or in any documents or reports relied upon by County to measure performance by OHA is untrue in any material respect when made.

11. Termination.

- a. **County Termination.** County may terminate this Agreement:
 - (1) For its convenience, upon at least 30 days advance written notice to OHA;
 - (2) Upon 45 days advance written notice to OHA, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
 - (3) Upon 30 days advance written notice to OHA, if OHA is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to OHA, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

b. OHA Termination. OHA may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or
- (6) Immediately upon written notice to County, if OHA determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

- c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 12. Effect of Termination.**
- a. **Entire Agreement.**
 - (1) Upon termination of this Agreement, OHA shall have no further obligation to pay County under this Agreement.
 - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
 - b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 13. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 14. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 15. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.
- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants County or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For

purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.

- 17. Force Majeure.** Neither OHA nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of OHA or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**

 - a.** County shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
 - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 20. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without OHA’s prior written consent. In addition to any other provisions OHA may require, County shall include in any permitted subcontract under this Agreement provisions to require that OHA will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. OHA’s consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 21. No Third Party Beneficiaries.** OHA and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
- 22. Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.

- 23. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 24. Survival.** Sections 1, 4, 5, 6, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
- 25. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA: Office of Contracts & Procurement
635 Capitol Street NE, Suite 350
Salem, OR 97301
Telephone: 503-945-5818
Facsimile: 503-378-4324

- 26. Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
- 27. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 28. Reserved.**
- 29. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with

counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the County (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** OHA may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may

agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

- a.** Cancel or modify the stop work order by a supplementary written notice; or
- b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

EXHIBIT C
Subcontractor Insurance Requirements

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

TYPES AND AMOUNTS

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

EXCESS/UMBRELLA INSURANCE:

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

ADDITIONAL COVERAGE REQUIREMENTS:

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

ADDITIONAL INSURED:

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, iii) The expiration of all warranty periods provided under this Subcontract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit.

EXHIBIT D

Federal Terms and Conditions

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

- 1. Miscellaneous Federal Provisions.** County shall comply and require all subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to OHA, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all subcontractors to include in all

contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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

- f.** No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - g.** The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - h.** No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
- 6. Resource Conservation and Recovery.** County shall comply and require all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
- 7. Audits.**
- a.** County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - b.** If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to DHS within 30 days of completion. If County expends less than \$750,000 in a federal fiscal year, Recipient is exempt from federal audit requirements for that year. Records must be available as provided in Exhibit B, “Records Maintenance, Access”.
- 8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal Procurement or

Non-procurement Programs” in accordance with Executive Orders No. 12549 and No. 12689, “Debarment and Suspension”. (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9. **Pro-Children Act.** County shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Medicaid Services.** County shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
 - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR Part 431.107(b)(1) & (2).
 - b. Comply with all disclosure requirements of 42 CFR Part 1002.3(a) and 42 CFR Part 455 Subpart (B).
 - c. Maintain written notices and procedures respecting advance directives in compliance with 42 U.S.C. Section 1396(a)(57) and (w), 42 CFR Part 431.107(b)(4), and 42 CFR Part 489 subpart I.
 - d. Certify when submitting any claim for the provision of Medicaid Services that the information submitted is true, accurate and complete. County shall acknowledge County’s understanding that payment of the claim will be from federal and state funds and that any falsification or concealment of a material fact may be prosecuted under federal and state laws.
 - e. Entities receiving \$5 million or more annually (under this Agreement and any other Medicaid contract) for furnishing Medicaid health care items or services shall, as a condition of receiving such payments, adopt written fraud, waste and abuse policies and procedures and inform employees, contractors and agents about the policies and procedures in compliance with Section 6032 of the Deficit Reduction Act of 2005, 42 U.S.C. § 1396a(a)(68).
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Disclosure.**
 - a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address

(including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

- b.** 42 CFR Part 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.
- c.** As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d.** County shall make the disclosures required by this Section 13. to OHA. OHA reserves the right to take such action required by law, or where OHA has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

- a.** The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and

- (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
 - b.** The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c.** The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.
- 14. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information.

August 5, 2021

Board of County Commissioners
Clackamas County

Dear Board of County Commissioners:

Approval of Amendment #1 to an Intergovernmental Agreement with the State of Oregon, Housing and Community Services Department to change wording regarding the disclaimer of warranties with no other changes to the agreement dates or dollars allocated to the Oregon Emergency Rental Assistance Program

Purpose/Outcomes	Approval of Amendment #1 is to change the language in section 9.5 of the original contract to more accurately reflect the disclaimer of warranties and responsibilities of each party. There is no change to the effective dates or the total contract value. These funds provide direct rental assistance to eligible low-income individuals and households impacted by COVID-19.
Dollar Amount and Fiscal Impact	Not to exceed amount of \$10,192,438 of COVID rental assistance funds. \$8,493,698 available
Funding Source	U.S. Treasury Consolidated Appropriations Act Federal pass-through funding from the State of Oregon – Oregon Housing and Community Services Department (OHCS). No County General Funds are involved.
Duration	Grant effective upon signature to Sept 30, 2022 with a specific eligible expenditure period. Original agreement was executed 05/21/21
Previous Board Action	On March 9, 2021, the Board approved the process to distribute \$12,478,950 in federal rent assistance funds directly awarded to the County and \$2,347,249 in state rent assistance funds from OHCS. On May 20, 2021 the additional rental assistance funds were approved and the agreement was signed by the County Administrator.
Counsel Review	The agreement was approved by Counsel on July 13, 2021 AN
Procurement Review	Was the item processed through Procurement? N/A- This is a revenue agreement.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the Social Services Division's strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. Ensure safe, healthy and secure communities.

Healthy Families. Strong Communities.

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

www.clackamas.us

Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	State Grant #6183, H3S#10117

BACKGROUND:

Previous Rent Assistance Funding

On March 9, 2021, the Board approved the recommended process to distribute \$14,829,199 in state and federal rent assistance funding. Three agencies, Ant Farm, Clackamas Women’s Services, and NW Family Services, are currently under contract to expend these funds. The Social Services Rent Assistance team will also process these funds.

New Rent Assistance Funding

Because Clackamas County’s population is greater than 200,000, the County received a direct allocation from the Federal Treasury for rent assistance in the amount of \$12,478,950. The State of Oregon also received an allocation from the same Treasury funds and will distribute those dollars via a formula to Community Action Agencies across the state. Clackamas County will receive \$8,493,698 from the state allocation.

The State will require awardees to process rent assistance requests exclusively via the Allita system. Allita is an on-line portal where renters will input personal data and upload various documents, including tax returns. The system will prioritize applications, and then forward them to local agencies. The local agency, Social Services, will be responsible for ensuring that all required information is included, and will then process rent and utility payments for eligible households.

Clackamas County residents will have the option of applying through the Allita system, or through the existing Coordinated Housing Access (CHA) line that is being used to process applications from the direct-from-Treasury allocation. Social Services will work with PGA to inform County residents about the different ways that they can access rent assistance. Communications will also focus on providing information on the anticipated wait time between application, approval, and the receipt of the actual assistance. Social Services expects a tremendous demand for rent assistance. We are in the process of increasing staff capacity, but expect some delays as new staff are hired and trained.

While many County residents will be able to access the Allita portal, we expect that some County residents, especially those without access to computer technology, may struggle to use the system. The CHA access point will be an important option for these households.

Social Services is also in the process of securing agreements with one or more organizations who will assist members of the public on how to use the Allita system. This will provide more access to communities of color, and other groups who experience barriers to accessing rent assistance.

Another round of Federal rent assistance is expected. The American Rescue Plan allocated \$21.6 billion nationwide for rent assistance. Clackamas County expects to receive \$9.9 million

in direct funding from the Treasury, and an additional pass through amount from the state. We will keep the Board updated as we receive more information on the next round of funding.

RECOMMENDATION:

Staff recommends the approval of Amendment #1, and that the H3S Director, or their designee, be authorized to sign all documents on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10117	Division: SS	<input type="checkbox"/> Subrecipient
Board Order #: N/A (Under \$150,000)	Contact: Diridoni, Jessica	<input checked="" type="checkbox"/> Revenue
	Program Contact: Christopherson, Teresa	<input checked="" type="checkbox"/> Amend # 1 \$ \$0.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda

CONTRACT WITH: FY 21-22 State of Oregon OHCS IGA #6138

CONTRACT AMOUNT: \$10,192,438.00

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 checked="" 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: Tuesday, July 13, 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

N/A (Under \$150,000)

	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: FY 21-22 State of Oregon OHCS IGA #6138 _____

PURPOSE OF

CONTRACT/AGREEMENT:

Changes to the original agreement as it relates to Warrentites and Limitation of Liability.

DATE OF EXECUTION: _____

H3S CONTRACT NUMBER: 10117 _____

**STATE OF OREGON
OREGON HOUSING AND COMMUNITY SERVICES**

GRANT AGREEMENT #6183

Oregon Emergency Rental Assistance Program

This Grant Agreement (this "Agreement") is entered into by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, together with its successors and assigns hereinafter referred to collectively as "OHCS" or "Agency," and **Clackamas County** acting by and through its Health, Housing and Human Services Department, hereinafter referred to as "Subgrantee".

Recitals

- A.** Agency has been granted authority under subsection (a) of Section 501 of Division N, Title V, Subtitle A ("Emergency Rental Assistance" or "ERA") of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) by the United States' Department of the Treasury ("U.S. Treasury") to make payments to certain recipients to provide emergency rental assistance (the "Program").
- B.** Subgrantee is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof, including but not limited to satisfaction of its obligations arising hereunder in exchange for receipt of the funds described herein.

Agreement

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

1. Incorporation; Definitions.

- 1.1. Incorporation.** The foregoing Recitals, the Community Plan (as later defined), the Notice or Notices of Allocation (NOAs) (as later defined), and the Exhibits hereto are incorporated into this Agreement by reference, except that the Recitals, the Community Plan, the NOAs, and the Exhibits do not modify this Agreement's express provisions.
- 1.2. Definitions.** The words and phrases used in this Agreement have the meanings given herein or as used in the Program Requirements (as later defined).

2. Authority.

Pursuant to Oregon Revised Statutes (ORS) 456.559(1)(g) and ORS 456.625(17), Agency is authorized to enter into a grant agreement and provide funding for the purposes described in this Agreement.

3. Term of Agreement.

When all Parties have executed this Agreement, and all necessary approvals have been obtained (the "Executed Date"), this Agreement is effective and has a funding start date as of March 13, 2020 (the "Effective Date"), and, unless extended or terminated earlier in accordance with its terms, will expire on **September 30, 2022** (the "Termination Date").

4. Grant Managers and Program Coordinators.

- 4.1.** Agency's Grant Manager is:

Laura Lien, Assistant Director of Homeless Services
725 Summer Street NE, Suite B
Salem, OR 97301
(503) 580-9335
Laura.L.Lien@oregon.gov

4.2. Agency's Program Coordinator is:
Samuel Kenney, Homeless Services Program Analyst
725 Summer Street NE, Suite B
Salem, OR 97301
(503) 986-2136
Samuel.Kenney@oregon.gov

4.3. Subgrantee's Grant Manager is:

Teresa Christopherson
2051 Kaen Rd, #135
Oregon City, OR 97045
503-650-5718
teresachr@clackamas.us

4.4. A Party may designate a new Grant Manager by written notice to the other party.

5. Project Activities; Program Requirements.

5.1. Project Activities. Subgrantee must perform the project activities set forth in Exhibit A, Emergency Rental Assistance Program Element (the "Work"), attached hereto and incorporated into this Agreement by this reference, for the period beginning on the Effective Date and ending on the Termination Date (the "Performance Period").

5.2. Program Requirements. Subgrantee agrees to timely satisfy, to the satisfaction of Agency, all requirements of this Agreement, including all applicable Agency administrative rules, all applicable Agency program guidance (including but not limited to handbooks, manuals, and frequently asked questions), all related Agency directives and other orders (including, but not limited to corrective action notices), the Emergency Rental Assistance Program Element attached in Exhibit A hereto, and all other applicable federal, state, and local statutes, rules, regulations, ordinances, and orders (all of the foregoing, as amended from time to time, collectively, the "Program Requirements").

5.3. Updates to Federal Guidance. In the event U.S. Treasury, or other applicable federal agency, issues guidance that conflicts with or changes the terms and conditions of this Agreement or the Program Requirements, Agency shall have a reasonable time to make any adjustments to or otherwise cure any conflicts with this Agreement and the Program Requirements.

6. Grant Funds.

In accordance with the terms and conditions of this Agreement, Agency will provide Subgrantee up to \$10,192,438.00 (the "Grant Funds") for the Work. Agency will pay the Grant Funds from monies allocated from the U.S. Treasury for this Program (the "Funding Source").

7. Disbursement of Grant Funds; Allowable Costs.

7.1. Disbursement.

- 7.1.1. **Funding Availability.** Subject to the availability of sufficient monies in and from the Funding Source based on Agency's reasonable projections of monies accruing to the Funding Source, Agency will disburse Grant Funds to Subgrantee for the Work that is undertaken during the Performance Period.
- 7.1.2. **Community Plan.** Agency's disbursement of Grant Funds to Subgrantee are contingent upon Subgrantee's prior submission to Agency and Agency's review and acceptance of Subgrantee's plan to execute the Work in accordance with the Program Requirements (the "Community Plan").
- 7.1.3. **Notices of Allocation (NOAs).** Upon its acceptance of Subgrantee's Community Plan, Agency will issue by email or mail one or more Notices of Allocation (NOAs) to Subgrantee to indicate approval of the Community Plan. Subgrantee is subject to, and will comply with, all such NOA terms and conditions, including this Agreement and the Program Requirements. Any NOA issued as described herein is immediately effective, is incorporated into and constitutes a part of this Agreement. Subgrantee accepts a NOA, including modifications thereto, upon undertaking performance of the Work funded by a NOA. Agency reserves the right in its sole discretion to modify, correct, adjust, or terminate any NOAs. Agency's modification or termination of a NOA does not terminate Agency's remedies with respect to Subgrantee's performance or non-performance of obligations due under this Agreement.
- 7.1.4. **Federal Funding Terms.** Grant funds are derived from U.S. Treasury and are subject to the terms under which they are received. Subject to the availability of Program funds, Agency having continued funding, appropriation, limitation, allotment, or other expenditure authority sufficient to allow it, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement, and conditioned upon the terms and conditions of this Agreement, Agency will make the Grant Funds to Subgrantee up to the maximum principal amount stated above and perform under this Agreement. Agency will provide Grant Funds to Subgrantee only upon approved reimbursement requests for allowable costs incurred or, if allowed by Agency, to be incurred by Subgrantee consistent with the terms and conditions of this Agreement, including the Program Requirements.
- 7.1.5. **Backup Documentation; Substantiation.**
 - 7.1.5.1. Subgrantee must provide to Agency any information or detail regarding the expenditure of Grant Funds required under Exhibit A prior to disbursement or as Agency may request.
 - 7.1.5.2. Subgrantee's requests for Grant Funds must be supported by documentation satisfactory to Agency, including but not limited to: properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Subgrantee) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. Agency may require such other information or clarification as it deems necessary or appropriate.
- 7.1.6. **Approval by Agency.** Agency will only disburse Grant Funds to Subgrantee for activities completed or materials produced, that, if required by Exhibit A, are approved by Agency. If Agency determines any completed Work is not acceptable and any deficiencies are the responsibility of Subgrantee, Agency will prepare a detailed written description of the

deficiencies within fifteen (15) days of receipt of the materials or performance of the activity, and will deliver such notice to Subgrantee. Subgrantee must correct any deficiencies at no additional cost to Agency within fifteen (15) days. Subgrantee may resubmit a request for disbursement that includes evidence satisfactory to Agency demonstrating deficiencies were corrected.

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

- 7.2.1. Agency has received sufficient funding, appropriations, expenditure limitation, allotments, or other necessary expenditure authorizations to allow Agency, in the exercise of its reasonable administrative discretion, to make the disbursement from the Funding Source;
- 7.2.2. No default as described in Section 16 has occurred; and
- 7.2.3. Grantee's representations and warranties set forth in Section 12 are true and correct on the date of disbursement(s) with the same effect as though made on the date of disbursement.

7.3. Advances and Reimbursement of Grant Funds.

- 7.3.1. **Generally.** Subgrantee must request Grant Funds in such form and manner as is satisfactory to or required by Agency. Further, in accordance with U.S. Treasury Regulations, 31 CFR Part 205, implementing the Cash Management Improvement Act, Subgrantee must limit any request for Grant Funds to the minimum amount needed to accomplish its described purposes and to time the request in accordance with the actual, immediate cash requirements of the Subgrantee in performing the Work. Submission of proper account records showing revenue and expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant Funds requested under this Agreement.
- 7.3.2. **Advance of Funds (Projected).** Subgrantee may request and be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to the Subgrantee must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the Subgrantee in carrying out the purposes of the grant as described in this Agreement. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the Subgrantee for allowable grant direct costs and the proportionate share of any allowable indirect costs. Subgrantee must make timely payment to contractors in accordance with the contract provisions. Advance grant fund payments are at Agency's sole discretion and will be made only as close as is administratively feasible to the actual use by the Subgrantee for applicable direct or indirect Work costs and only up to the proportionate share of such allowable costs as is permitted under the Agreement, including applicable Program Requirements.
- 7.3.3. **Reimbursement of Funds.** When the Subgrantee requests payment by reimbursement, reimbursement is the preferred method when the requirements in Section 7.3.2. above cannot be met. Agency will make payment within thirty (30) calendar days upon receipt of the reimbursement request and all adequate backup documentation (to the Agency's satisfaction, in its discretion), unless Agency reasonably believes the request to be improper.

7.4. Disallowance of Costs.

- 7.4.1. Agency is not responsible nor shall it pay for any costs disallowed either upon a request for funds or as a result of any audit, review, site visit, or other disallowance action by Agency, except for costs incurred by Subgrantee solely due to the willful misconduct or gross negligence of Agency, its employees, officers, or agents. If a cost is disallowed by Agency after reimbursement has occurred, Subgrantee shall repay all disallowed costs to Agency upon written notice within the time frame specified by Agency, which in no event shall exceed thirty (30) days.
- 7.4.2. If Subgrantee is a county, such disallowed costs may be recovered by Agency only through repayment, withholding, or by other means authorized by this Agreement or as allowed at law not inconsistent with the Oregon Constitution, and particularly Article XI, Section 10 and consistent with the Program Requirements and specifically requirements set forth by the federal government.
- 7.4.3. If Subgrantee is other than a county, Agency may recover such disallowed costs through repayment, withholding, offset, or other means permitted under this Agreement, by law or otherwise but consistent with the Program Requirements and specifically requirements set forth by the federal government.
- 7.4.4. Subgrantee will, and will cause its subrecipients to, cooperate with Agency and all appropriate investigative agencies and will assist in recovering invalid payments.
- 7.5. Unallowable Costs and Lobbying Activities.** Subgrantee will review and comply with the Program Requirements and adhere to provisions on allowable costs and expenditures. Subgrantee will, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 230, 2 CFR Part 225, or otherwise, as such provisions may be modified from time to time. If Subgrantee makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs of the Grant Funds as described in Exhibit A or elsewhere in this Agreement, such funds are subject to recapture and Agency may exercise any and all remedies under this Agreement or otherwise available at law.
- 7.6. No Duplicate Payments.** Subgrantee may use other funds in addition to the Grant Funds to complete the Work; provided, however, the Subgrantee may not credit or pay any Grant Funds for Work costs that are paid for with other funds and would result in duplicate funding. Subgrantee is provided thirty (30) days to return the duplicative payments. After thirty (30) days, if a duplicate payment has not been returned or applied to a debt not already covered by Program funding, reimbursement of the duplicate payment must be made to Agency and shall include the entire amount of duplicate payment funds received regardless of Agency reimbursement amounts.
- 7.7. Suspension of Funding and Project.** Agency may by written notice to Subgrantee, temporarily cease funding and require Subgrantee to stop all, or any part, of the Work for a period of up to 180 days after the date of the notice, if Agency has or reasonably projects that it will have insufficient funds from the Funding Source to disburse the full amount of the Grant Funds. Upon receipt of the notice, Subgrantee must immediately cease all Work, or if that is impossible, must take all necessary steps to minimize the Work.

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

notice, or (ii) terminate this Agreement as permitted by either the termination at Agency's discretion or for cause provisions of this Agreement.

8. Nonexclusive Remedies Related to Funding.

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

8.1.1. Minimum Spending Target.

Subgrantee has committed to certain spending targets in its time-bound expenditure plan, as approved by and on file with Agency. Notably, and at a minimum, Subgrantee's spending targets are the following:

- By September 30, 2021 (as may be extended pursuant to updates by U.S. Treasury), at least 65% of the funding must be spent.
- By September 30, 2022, all 100% of the funding must be spent.

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

8.2. Agency and Subgrantee Collaboration to Cure. When spending is below the thresholds described above, and prior to funding rescission, Agency and Subgrantee agree to collaborate to find solutions that resolve the issues, provided it is within Agency's control (in its sole discretion) to adjust to meet Subgrantee's needs and does not conflict with federal law. Agency will allow proposals from Subgrantee to cure spending issues and prevent funding rescission. Subgrantee will have ten (10) days to modify its Community Plan and update the flexible spend rate in its time-bound expenditure plans to demonstrate how compliance with spending targets will be achieved. If Subgrantee continues to be unable to meet the spending targets and prior to a rescission of Subgrantee's funding, Agency may take further action, including but not limited to notifying the Subgrantee's executive leadership (e.g., Executive Director) and governing body (e.g., Board Chair) and reporting to the Housing Stability Council.

8.3. Withholding, Retention, and Redistribution of Grant Funds.

8.3.1. Withholding.

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

8.3.2. Redistribution or Retention of Grant Funds.

8.3.2.1. Due to Non-Timely Use. If Agency determines that Grant Funds are not obligated

for reimbursement by Subgrantee in a timely manner Agency may reduce Subgrantee's Grant funding and redistribute Grant Funds to other subgrantees or retain such funds for other Agency use, within applicable state and federal law. Agency may implement adjustments pursuant to this subsection by modifying the applicable NOA(s). This remedy is in addition to any other remedies available to Agency under this Agreement or otherwise.

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

8.3.3. **Repayment of Excess Disbursed Funds.**

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

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

8.3.4. **Return of Unexpended Funds.**

Within thirty (30) days following the end of the Performance Period or Termination of this Agreement, Subgrantee must return to Agency all unexpended Grant Funds, unless required earlier by U.S. Treasury guidance or in accordance with the Program Requirements.

9. **Online Systems.**

9.1. Subgrantee and its subrecipients must enter all appropriate and necessary data into OPUS (a web-based application developed by Agency), Allita HSM, or other Agency-approved system (the "Sites") at the time of client intake for this Program. Exceptions are only allowed with prior written approval by Agency.

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

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

- 9.4. Data Rights.** Subgrantee hereby grants and will require and cause any subrecipient to grant Agency the right to reproduce, use, display, adapt, modify, distribute, and promote the content in any form and disclose, as allowed by law, any or all of the information or data furnished to or received by Agency directly or indirectly resulting for this Agreement. Subgrantee also shall use and shall require and cause its subrecipients to use Client Release forms and Privacy Policy forms (samples provided by Agency) in connection with obtaining and transmitting client data.
- 9.5. Disclaimer of Warranties.** Subgrantee understands and agrees, and shall require its subrecipients to agree, that all materials, information, software, products, and services included in or available through the Sites (the “**Content**”) are provided “as is” and “as available” for use. The Content is provided without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Agency does not warrant that: (1) the content is accurate, reliable, or correct; (2) the Sites will be available at any particular time or location; (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. Use of the Sites is solely at the User’s risk. User hereby accepts the risk of its use of the Sites, and of the use of the Sites by its subrecipients, and expressly waives any claims and causes of action against the State and Agency.
- 9.6. Limitation of Liability.** Subgrantee agrees that under no circumstances will Agency be liable for any direct, indirect, punitive, incidental, special, or consequential damages that result from the use of, or inability to use the Sites. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Agency has been informed of the possibility of such damage.
- 9.7. Indemnification.** Subject to applicable law, Subgrantee agrees, and shall take all reasonable steps to cause its subrecipients and contractor(s) that are not units of local government as defined in ORS 190.003, if any to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorney’s fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts of omissions of Subgrantee’s subrecipients and contractors or any of the officers, agents, employees or subcontractors of the subrecipient or contractor (“Claims”). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the subrecipient or contract from and against any and all Claims.

10. Contribution.

- 10.1.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution under this Section 10 with respect to Third Party Claim.

10.2. With respect to a Third Party Claim for which Agency is jointly liable with Subgrantee (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable to Subgrantee in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Subgrantee on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of the Subgrantee on the other hand shall be determined by reference to, and among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

10.3. With respect to a Third Party Claim for which Subgrantee is jointly liable with Agency (or would be if joined in the Third Party Claim), Subgrantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subgrantee on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Subgrantee's contribution amount in any instance is capped to the same extend it would have been capped under Oregon law if it had sole liability in the proceeding.

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

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

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

11.3. Insurance. Subgrantee shall, at a minimum, provide the insurance coverage required by Oregon Revised Statute for automobiles and or equipment registration through Oregon Department of Transportation, Department of Motor Vehicles, that has been acquired in whole or in part with funds provided under this Agreement owned by Subgrantee. In its agreements with its subrecipients, Subgrantee shall require and cause its subrecipients to comply with the requirements of this Section, including adding Agency named as an additional insured party in all such motor vehicles and or equipment.

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

11.5. Disposal Requiring Prior Approval. When Subgrantee, or its subrecipients, wishes to dispose of equipment having an original cost of more than \$5,000, and which has a current per-unit, fair-

market value of more than \$5,000, Subgrantee shall submit a written notification to the appropriate Agency's Program coordinator with a copy to the Agency's Financial Compliance Monitor. If Agency consents, Agency will provide instructions regarding the method of disposition. Agency reserves the right to refuse to consent to such disposal and the right to object to the timing of each disposition. Such disposition, if permitted, shall be done in a manner consistent with the property management standards for equipment of the Agency from which the original funding was received. In the case of mixed funding sources, the most restrictive standards shall apply.

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

12. Compliance and Monitoring.

12.1. Compliance.

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

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

12.1.3. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Subgrantee shall, to the maximum extent economically feasible in performance of this Agreement, use recycled paper (as defined in ORS 279A.010(gg)), recycled PETE products (as defined in ORS 279A.010(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(ii)).

12.2. Agency to Monitor Subgrantee.

12.2.1. Agency, including its authorized representatives and authorized third parties, may monitor the activities and records of each Subgrantee and Subgrantee's subrecipients and

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

12.2.2. Agency's monitoring activities may include any action deemed necessary or appropriate by Agency, to the extent permitted by Agency's authority, including, but not limited to the following: (1) the review (including copying) from time to time of any and all Subgrantee, subrecipient, and Vendor files, records, and other information of every type arising from or related to performance under this Agreement; (2) arranging for, performing, and evaluating general and limited scope audits; (3) conducting or arranging for on-site and field visits and inspections; (4) review of Subgrantee fiscal and program reports, and requiring appropriate Request for Funds documentation as well as such other information and clarification as it deems appropriate, prior to providing a Request for Funding approval, whether in whole, in part, or otherwise; and (5) evaluating, training, providing technical assistance and enforcing compliance of Subgrantee, subrecipients, vendors, and their officers, employees, agents, contractors and other staff.

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

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

12.2.5. Agency (or the State or its agents) may require Subgrantee to perform some level of random audit of Program applications and Subgrantee will perform to the best of its ability.

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

12.4. Subgrantee To Monitor Its Subrecipients.

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

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

12.5. Agency Findings and Reports.

- 12.5.1. **Monitoring Visits; Reports.** During the term of this Agreement, Agency may conduct monitoring visits, including review of Subgrantee and subrecipient files, records, and other information related to performance under this Agreement. Agency generally will advise the Subgrantee as to its observations and findings generated by any monitoring visit, usually through an exit interview. Within sixty (60) days after an inspection, Agency will provide Subgrantee with a written report of its findings from the inspection and may proscribe corrective action, which Subgrantee must timely satisfy.
- 12.5.2. **Ongoing Monitoring.** Agency may continue to track and follow-up its monitoring findings and corrective actions with Subgrantee or its subrecipients through a tracking record. The tracking record may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Subgrantees must resolve findings and other required corrective actions within reasonable timeframes provided by Agency.

13. Representations and Warranties.

13.1. Organization/Authority. Subgrantee represents and warrants to Agency that:

- 13.1.1. Subgrantee is duly organized and validly existing in the State of Oregon;
- 13.1.2. Subgrantee has all necessary rights, powers and authority under any organizational documents and under Oregon Law to (i) execute this Agreement, (ii) incur and perform its obligations under this Agreement, and (iii) receive financing, including the Grant Funds, for the Work;
- 13.1.3. This Agreement has been duly executed by Subgrantee and when executed by Agency, constitutes a legal, valid, and binding obligation of Subgrantee enforceable in accordance with its terms;
- 13.1.4. If applicable and necessary, the execution and delivery of this Agreement by Subgrantee has been authorized by an ordinance, order, or resolution of its governing body, or voter approval, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings; and
- 13.1.5. There is no proceeding pending or threatened against Subgrantee before any court or governmental authority that if adversely determined would materially adversely affect the Work or the ability of Subgrantee to carry out the Work.

13.2. False Claims Act. Subgrantee acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) made by (or caused by) Subgrantee that pertains to this Agreement or to the Work. Subgrantee certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Subgrantee further acknowledges in addition to the remedies available to Agency under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Subgrantee.

13.3. No Limitation. The representations and warranties set forth in this Section 13 are in addition to, and not in lieu of, any other representations or warranties provided by Subgrantee.

14. Confidential Information.

14.1. Confidential Information Definition. Subgrantee acknowledges it and its employees and agents may, in the course of performing its responsibilities, be exposed to or acquire information

that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal information, as that term is used in ORS 646A.602(12), (b) social security numbers, and (c) information related to domestic violence: (1) as described in Section 501(g)(4)(A)(iii) of the ERA, (2) as described in the Violence Against Women Act, 34 USC Subtitle I, Chapter 121, Subchapter III, Part I “Privacy Protections for Victims of Domestic Violence, Dating Violence, Sexual Violence and Stalking”, and (3) is afforded state law protection from public disclosure under ORS 192.355(38), (items (i) and (ii) hereof separately and collectively “Confidential Information”).

14.2. Nondisclosure. Subgrantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Subgrantee uses in maintaining the confidentiality of its own confidential information. Subgrantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Subgrantee must advise each of its employees and agents of these restrictions. Subgrantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Subgrantee must advise Agency immediately if Subgrantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Subgrantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency’s request, Subgrantee must submit, return, or destroy any Confidential Information in the manner requested by Agency, including but not limited to upon satisfaction of the business purposes of such Confidential Information as used in the Allita HSM system. If Agency requests Subgrantee to destroy any Confidential Information, Subgrantee must provide Agency with written assurance indicating how, when and what information was destroyed.

14.3. Identify Protection Law. Subgrantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to authorized persons, as required by Oregon Consumer Information Protection Act, ORS 646A.600-628. If Subgrantee or its agents discover or are notified of a potential or actual “Breach of Security”, as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600-628, (collectively, “Breach”) with respect to Confidential Information, Subgrantee must promptly but in any event within two (2) business days (i) notify the Agency’s Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Subgrantee or its agents at the time of such Breach, Subgrantee must (a) investigate and remedy, to the extent practicable, the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Subgrantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice is required of any such Breach to any individual(s) or entity(ies), agency will have sole control over the timing, content, and method of such notice, subject to Subgrantee’s obligations under applicable law.

14.4. Subgrants/Contracts. Subgrantee must require any subrecipients, contractors or subcontractors under this Agreement who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Subgrantee under subsections 14.1 and 14.2 of this Section.

14.5. Background Check. If requested by Agency and permitted by law, Subgrantee’s employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to

submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Subgrantee's expense. Based on the results of the background check, Subgrantee or Agency may refuse or limit (i) the participation of any Subgrantee employee, agent, contractor, subrecipient, or volunteer, in Project activities or (ii) access to Agency Personal Information or Subgrantee premises.

15. Insurance Requirements. Subgrantee shall insure, or self-insure, and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 through 30.300)..

16. Subgrantee Status and Certifications.

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

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

16.3. Subgrantee certifies that it is not employed by or contracting with the federal government for the Work covered by the Grant Funds under this Agreement.

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

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

16.5.1. Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or Agency;

16.5.2. Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract related to a public transaction, violation of federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

16.5.3. Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Subsection 16.5.2. above;

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

16.5.5. Is included on the list titled "**Specially Designated Nationals and Blocked Persons**" maintained by the Office of Foreign Assets Control for the U.S. Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

17. Governing Law; Jurisdiction.

This Agreement is governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Subgrantee that

arises from or relates to this Agreement must be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event may this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBGRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF SUCH COURTS.

18. Default.

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

- 18.1.1. Subgrantee fails to use the Grant Funds for the intended purpose described in Exhibit A or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- 18.1.2. Subgrantee fails to comply timely with any material obligation under this Agreement, including but not limited to any Agency directive or term of a corrective action plan;
- 18.1.3. Any representation, warranty, or statement made by Subgrantee in this Agreement or in any documents or reports relied upon by Agency to measure the Work, the expenditure of Grant Funds, or the performance by Subgrantee is untrue in any material respect when made;
- 18.1.4. Subgrantee (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator or itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of affecting any of the foregoing; or
- 18.1.5. A proceeding or case is commenced, without the application or consent of Subgrantee in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subgrantee, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subgrantee or of all or any substantial part of its assets, or (c) similar relief in respect to Subgrantee under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subgrantee is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect)..

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

19. Remedies.

19.1. Agency Remedies.

- 19.1.1. In the event Subgrantee is in default under Section 18.1, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 20.2; (ii) modifying any NOA under this Agreement; (iii) reducing or withholding payment for the Work that is deficient or that Subgrantee has failed to complete by any scheduled deadlines, including disallowing costs; (iv) suspending or recouping payments, or both; (v) requiring Subgrantee to complete, at Subgrantee's expense, corrective action or additional activities necessary to satisfy its obligations or meet performance standards under this Agreement; (vi) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (vii) exercise of its right of recovery of overpayments under this Agreement; (viii) declaring Subgrantee ineligible for the receipt of future awards from Agency; (ix) criminal action for misstatements or fraud, misfeasance, or other culpable behavior; and (x) investigation, audit, and/or sanction by other governmental bodies.
- 19.1.2. Subgrantee acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- 19.1.3. **No Waiver.** No failure or delay by Agency to enforce any provision of this Agreement shall constitute a waiver by Agency of that or any other provision, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.
- 19.1.4. **Survival.** Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

19.2. Subgrantee Remedies. In the event Agency is in default under Section 18.2 and whether or not Subgrantee elects to terminate this Agreement, Subgrantee's sole monetary remedy will be, within any limits set forth in this Agreement, reimbursement of Work completed and accepted by Agency and of authorized expenses incurred, based on Subgrantee following the Program Requirements for client eligibility and issuing of benefits, less any claims Agency has against Subgrantee. In no event will Agency be liable to Subgrantee for any expenses related to termination of this Agreement or for anticipated profits.

20. Termination.

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

20.2. By Agency. Agency may terminate this Agreement as follows:

- 20.2.1. At Agency's discretion, upon thirty (30) days advance written notice to Subgrantee;
- 20.2.2. Immediately upon written notice to Subgrantee, if Agency fails to receive funding, or appropriations, limitations, or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;
- 20.2.3. Immediately upon written notice to Subgrantee, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from funding the Agreement from the funding source; or
- 20.2.4. Immediately upon written notice to Subgrantee, if Subgrantee is in default under this

Agreement and such default remains uncured fifteen (15) days after written notice thereof to Subgrantee.

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

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

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

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

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

21. Miscellaneous.

21.1. Conflict of Interest.

21.1.1. **Generally.** By signature to this Agreement, Subgrantee declares and certifies the award of this Agreement and the Work, create no potential or actual conflict of interest, as defined by ORS Chapter 244, for a director, officer, or employee of Subgrantee.

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

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

21.3. Amendments.

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

21.3.2. Subgrantee's proposed changes to or additions of a Community Plan must be submitted to Agency in writing and require the prior written approval of Agency before Subgrantee may commence a change.

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

- 21.4. Notices.** Except as otherwise expressly provided in this Agreement, any notices to be given under this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Grant Manager at the physical address or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.
- 21.5. Required Notifications to Agency.** In addition to the requirements provided elsewhere in this Agreement, Subgrantee shall immediately report changes in Key Personnel including Fiscal, Program, and Executive Level Leadership.
- 21.6. Survival.** All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9.6, 9.7, 17, 19, 21.6, 21.7, and 21.10 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.
- 21.7. Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.
- 21.8. Severability.** The Parties agree if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- 21.9. Execution in Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 21.10. Indemnity.** Subject to applicable law, Subgrantee shall take all reasonable steps to cause its subrecipients and contractor(s) that are not units of local government as defined in ORS 190.003, if any to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorney's fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subgrantee's subrecipients and contractors or any of the officers, agents, employees or subcontractors of the subrecipient or contractor ("Claims"). It is specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the subrecipient or contract from and against any and all Claims..
- 21.11. Attorney Fees.** In the event a lawsuit of any kind is instituted on behalf of Agency or the Subgrantee with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in

bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearing officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to Agency by its attorneys.

- 21.12. Compliance with Law.** In connection with their activities under this Agreement, the Parties must comply with all applicable federal, state, and local laws. While the Agency will make reasonable efforts to update its Program guidance and notify the Subgrantee thereof, the Subgrantee is ultimately responsible for maintaining awareness of and compliance with updates to federal law governing the Program.
- 21.13. No Third-Party Beneficiaries.** Agency and Subgrantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.
- 21.14. Assignment and Successors.** Subgrantee may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Subgrantee to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Subgrantee's assignment or transfer of its interest in this Agreement will not relieve Subgrantee of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.
- 21.15. Contracts and Subgrants.** Subgrantee may not, without Agency's prior written consent, enter into any contracts or subgrants for any of the Work. Agency's consent to any contract or subgrant will not relieve Subgrantee of any of its duties or obligations under this Agreement.
- 21.16. Time of the Essence.** Time is of the essence in the performance of this Agreement.
- 21.17. No Limitations on Actions of Agency in Exercise of Its Governmental Powers.** Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of Agency in the exercise of its governmental powers. It is the express intention of the Parties that Agency shall retain the full right and ability to exercise its governmental powers with respect to the Subgrantee, the Grant Funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall Agency have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.
- 21.18. Records Maintenance and Access.** Subgrantee must, and must require and cause its subrecipients to, maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subgrantee must, and must require and cause its subrecipients to, maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Subgrantee's and subrecipients' performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records". Subgrantee acknowledges and agrees Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subgrantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. In its agreements with subrecipients, Subgrantee shall require and cause its subrecipients

to comply with the requirements of this Section and to grant right of access to and ownership by Agency of the subrecipients' books and records related to this Agreement.

21.19. Audits.

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

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

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

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

- This Agreement less all Exhibits
- Exhibit B (Federal Assurances; Terms & Conditions)
- Exhibit A (Emergency Rental Assistance Program Element)

21.22. Merger. This Agreement, all Exhibits, and all incorporated documents, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

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

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

[The rest of this page left intentionally blank]

48. CERTIFICATIONS AND SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

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

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

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

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

C. To the best of the undersigned's knowledge, Subgrantee has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Subgrantee and Subrecipients' employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the U.S. Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

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

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


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

H. Subgrantee further certifies to having a formal statement of nondiscrimination in its employment policy and that it enforces such policy.

[Signature Pages Follow]


SIGNATURE PAGE

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

Authorized Signature: 
Title: County Administrator
Name (Type or Print): Gary Schmidt
Date: May 20, 2021
Telephone Number: 503-655-8581
Email Address: gschmidt@clackamas.us
Subgrantee Address: 2051 Kaen Rd #135, Oregon City, OR 97045

44. SIGNATURE OF STATE'S AUTHORIZED REPRESENTATIVE

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

Authorized Signature:  Andrea Bell 5/21/2021
Margaret Solle Salazar, Director or designee Date

Reviewed and Approved: Laura Lien, Assistant Director of Homeless Services May 18, 2021
OHCS Grant Administrator Date

DEPARTMENT OF JUSTICE

Approved for legal sufficiency by: AAG Maria DiMiceli pursuant to OAR 137-045-0015(3) May 18, 2021
Date

EXHIBIT A
Emergency Rental Assistance Program Element

1. Description. The Oregon Emergency Rental Assistance Program is a program designed to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic.

2. Scope of Work.

- A. Subgrantee shall comply and perform, and shall cause and require by contract that its subrecipients comply and perform all Work to the satisfaction of Agency, and in accordance with the terms of this Agreement and the Program Requirements. The remaining provisions of this Section 2 are supplemental to and do not limit the obligations of Subgrantee or its subrecipients arising under this Subsection 2A or otherwise under this Agreement.
- B. Subgrantee shall, and shall cause and require its subrecipients by contract to administer the program in a manner satisfactory to Agency and in compliance with the Program Requirements, including but not limited to the following terms and conditions:
- 1) Develop and implement a comprehensive Emergency Rental Assistance Community Plan to enable a timely and equitable delivery of resources to communities who are most impacted by the COVID-19 pandemic, including, but not limited to communities of color, people with disabilities, and other groups as defined by Agency.
 - 2) Prioritize applications for program services in alignment with U.S. Treasury and Agency requirements. Applications must use the Allita HSM software, provided by the Agency, as the platform for capturing applicant information for processing prioritization.
 - 3) Conduct eligibility assessment for households with the following requirements as well as any other requirements the Agency imposes through Program Guidance:
 - i. One or more individuals within the household has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 pandemic;
 - ii. One or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
 - iii. The household has a household income at or below 80% of area median income.
 - 4) Utilization of Grant Funds to address the unique needs of those at risk of homelessness or who have experienced homelessness is allowable per Program Guidance provided by the Agency, as may be amended from time to time.

3. Program Specific Reporting.

Subgrantee shall, and shall cause and require its subrecipients by contract to submit to the satisfaction of Agency reports as required in this Agreement. Such reports may include reports from the Allita HSM software demonstrating timely payments on behalf of households once a completed application is received and approved.

Subgrantee may make request for a reporting deadline extension when necessary by submitting a written request to Agency Program Coordinator. The Agency Program Coordinator will review an extension request and provide a written notification of approval or denial to the Subgrantee.

EXHIBIT B

Federal Assurances; Terms and Conditions

Subgrantee hereby assures, warrants, covenants, and certifies that with respect to any federal funds disbursed to it under this Agreement:

- A. Application, Acceptance and Use of Federal Funds.** Use, Compliance with Federal Law; Subgrantee shall comply with all applicable Federal regulations, policies, guidelines, and requirements, as may be modified from time to time, as they relate to the application, and use of all federal funds under this Agreement which may include, but are not limited to 2 CFR Subtitle B with guidance at 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (OMB Super Circular effective December 23, 2014). The U.S. Treasury has supplemented the foregoing at Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance.
- B. Further Assurances.** As the duly authorized representative of the Subgrantee, I assure, warrant, covenant, and certify that the Subgrantee, in addition to complying with 2 CFR Subtitle B with guidance at 2 CFR, Part 200, 2 CFR Part 300, and Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 and U.S. Treasury interpretive guidance, shall comply and, require all Subrecipients and Vendors, as applicable, to comply with the following federal requirements, as they may be amended from time to time.

GENERAL ASSURANCES

- 1. Miscellaneous Federal Provisions.** Subgrantee shall comply and require all subrecipients to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, Subgrantee expressly agrees to comply and require all subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then Subgrantee shall comply and require all subrecipients to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended.

- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$150,000 then Subgrantee shall comply and require all subrecipients to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to Agency, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. Subgrantee shall include and require all subrecipients to include in all Agreements with subrecipients receiving more than \$150,000, language requiring the subrecipient to comply with the federal laws identified in this section.
- 4. Other Environmental Standards.** Subgrantee shall comply and require all subrecipients to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
- 5. Energy Efficiency.** Subgrantee shall comply and require all subrecipients to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
- 6. Truth in Lobbying.** By signing this Agreement, the Subgrantee certifies, to the best of the Subgrantee's knowledge and belief that:

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

- c. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Subgrantee under this Agreement shall be used other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- f. No part of any federal funds paid to Subgrantee under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Subgrantee under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

7. Audits.

- a. Subgrantee shall comply, and require any subrecipient to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.

- b. If Subgrantee receives federal awards in excess of \$750,000 in a fiscal year, Subgrantee is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to Agency within 30 days of completion.
 - c. Subgrantee shall save, protect and hold harmless Agency from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subgrantee acknowledges and agrees that any audit costs incurred by Subgrantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subgrantee and State.
- 8. Debarment and Suspension.** Subgrantee shall not permit any person or entity to be a subrecipient if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subrecipients with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- 9. Drug-Free Workplace.** Subgrantee shall comply and cause all subrecipients to comply with the following provisions to maintain a drug-free workplace: (i) Subgrantee certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Subgrantee's workplace or while providing services to Agency clients. Subgrantee's notice shall specify the actions that will be taken by Subgrantee against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Subgrantee's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify Agency within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subrecipient to comply with subparagraphs (i) through (vii) above; (ix) Neither Subgrantee, or any of Subgrantee's employees, officers, agents or subrecipients may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Subgrantee or Subgrantee's employee, officer, agent or subrecipient has used a controlled substance, prescription or non-prescription

medication that impairs the Subgrantee or Subgrantee's employee, officer, agent or subrecipient's performance of essential job function or creates a direct threat to Agency clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of the Agreement.

- 10. Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. The Subgrantee agrees that it has been provided the following notice:
- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
 - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
 - (2) Any rights of copyright to which a Subgrantee, subrecipient or a contractor purchases ownership with grant support.
 - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
 - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
- 11. Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Subgrantee, and Subgrantee shall also include these Agreement provisions in its contracts with non-Federal entities

12. **Federal Whistleblower Protection.** Recipient shall comply, and ensure the compliance by subcontractors or subrecipients, with 41 U.S.C. 4712, Enhancement of contractor protection from reprisal for disclosure of certain information. Therefore, in part, Subgrantee, its subrecipients, and contractors shall, inform its or their employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
13. **System for Award Management (SAM) reporting (41 USC § 2313).** The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subrecipients"), including restrictions on subawards to entities that do not acquire and provide (to the Subgrantee) the unique entity identifier required for SAM registration.
14. **Requirement to report breach of personally identifiable information (PII) per OMB M-17-12.** The Subgrantee (and any subrecipient at any tier) must have written procedures in place to respond in the event of breach (as defined in OMB M-17-12) if it (or a subrecipient) -- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of a grant-funded program or activity, or 2) uses or operates a Federal information system. The Subgrantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Information required by 2 CFR § 200.331(a)(1)

Federal Award Identification:

- (i) Subgrantee name (which must match registered name in DUNS): Clackamas County
- (ii) Subgrantee's DUNS number: 096992656
- (iii) Federal Award Identification Number (FAIN): _____
- (iv) Federal Award Date: January 12, 2021
- (v) Sub-award Period of Performance Start and End Date: From March 13, 2020 to September 30, 2022
- (vi) Total Amount of Federal Funds Obligated by this Agreement: \$ 204,336,635.00
- (vii) Total Amount of Federal Funds Obligated to the Subgrantee by the pass-through entity including this Agreement: \$18,964,989.00
- (viii) Total Amount of Federal Award committed to the Subgrantee by the pass-through entity: \$10,192,438.00
- (ix) Federal award project description: Provide financial assistance and housing stability services to eligible households.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Treasury
 - (b) Name of pass-through entity: Oregon Housing and Community Services
 - (c) Contact information for awarding official of the pass-through entity: Gaby Zhu, Chief Financial Officer
- (xi) Is Award R&D? _NO_

State of Oregon
Oregon Housing and Community Services Department
Oregon Emergency Rental Assistance Program
Grant Agreement #6183
Amendment No. 1

This is Amendment No. 1 (the “Amendment”) to the Grant Agreement No. 6183, dated May 21, 2021 (the “Agreement”) executed by and between the State of Oregon, acting by and through its **Housing and Community Services Department**, (“Agency”), and **Clackamas County, acting by and through its Health, Housing and Human Services Department**, [~~an Oregon Non-Profit Corporation,~~] (“Subgrantee”).

Recitals: It has now been determined by Agency and Subgrantee that the Agreement referenced above shall be amended to clarify the Warranties and Limitation of Liability as listed in Sections 9.5 and 9.6 of the Agreement.

For good and sufficient consideration including the terms and conditions of this Amendment, the parties agree as follows:

1. **Amendment to Agreement.** The Agreement is hereby amended as follows effective upon signature by all parties and approval required by law: New Language is indicated by **bolding** and **underlining** and deleted language is indicated by **bolding** and ~~striking~~ unless a section is replaced in its entirety:

a. Amend Section 9, Subsection 9.5, entitled “Disclaimer of Warranties” as follows:

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

9.5.1 Notwithstanding the foregoing, Agency represents and warrants that the Allita HSM system shall perform in accordance with the Documentation for

such system. Except as provided for in this Section 9.5.1, with respect to the Allita HSM system, all other warranties of kind, either express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement are expressly disclaimed. Moreover, with respect to the Allita HSM system, Agency does not warrant (1) the content is accurate, reliable or correct; (2) the Sites will be available for any particular time or location; (3) any defects or errors will be corrected; or (4) the content is free of viruses or other harmful components. For purposes of this Section 9.5, "Documentation" means any and all documents and intellectual property therein prepared and owned by the vendor providing the Allita HSM system that identifies how the Allita system is intended to operate, including any product or application descriptions, service level agreements, usage guides, policies, and procedures relating to the Allita HSM System.

- b. Amend Section 9, Subsection 9.6, entitled "Limitation of Liability" as follows:

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

2. Except as expressly amended above, all other terms and conditions of the Agreement, as amended, remain in full force and effect.
3. The parties expressly affirm and ratify the Agreement as herein amended.
4. Subgrantee certifies that the representations, warranties, and certifications contained in the Agreement are true and correct as of the effective date of this Agreement and with the same effect as though made at the same time of this Amendment.
5. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

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

SIGNATURE PAGE

SUBGRANTEE:

Clackamas County

Authorized Signature: _____

Date: _____

By (print name): _____

Title: _____

Email: _____

TIN#: _____

AGENCY:

**State of Oregon acting by and through its
Housing and Community Services Department**

Authorized Signature:

Margaret Salazar, Director or designee Date

Reviewed and Approved By: Approved via email June 2, 2021
Laura Lien, Contract Administrator Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: Maria F. Di Miceli per OAR 137-045-0015(3) May 27, 2021
Assistant Attorney General Date

August 12, 2021

Board of County Commissioners
Clackamas County

Board Members

Approval of an Intergovernmental Agreement with Tri-County Metropolitan
District of Oregon for Special Transportation Formula Funds for Mt Hood Express
Bus Service, Dedicated Dialysis Rides Program and match
funding for Title XIX (Medicaid) non-medical Waivered Transportation

Purpose/Outcomes	Agreement with Tri-County Metropolitan Transportation District of Oregon (TriMet) to fund Mt Hood Express fixed route service to the Mt Hood area, rides for dialysis patients living outside the TriMet service district and provide local match dollars for the County's Title XIX (Medicaid) waived non-medical transportation program.
Dollar Amount and Fiscal Impact	The maximum agreement is \$89,558. \$21,500 will be used to fund operations, including fuel, for the Express and Villages Shuttle service of Mt Hood Express. \$32,513 will be used as local match for the Title XIX waived non-medical transportation program. \$35,545 will be used for dedicated dialysis service to riders outside the TriMet service district. No match funds are required and there would be no fiscal impact on the County.
Funding Source	State of Oregon, Public Transit Division, Special Transportation Funds (STF) Formula Base
Duration	July 1, 2021 to June 30, 2023
Previous Board Action	None
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	This is a Grant application. Not subject to County Counsel Review
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 Grant application. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division - 503-655-8641
Contract No.	H3S #10226

Background

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an intergovernmental agreement with TriMet for Special Transportation Formula Funds. This proposal will provide funding for Mt Hood Express operations, the Clackamas Transportation Consortium's Title XIX waived non-medical transportation program and rides to dialysis clients who live outside of the TriMet service district.

Clackamas County Social Services has received Special Transportation Funds (STF) to operate the Mt Hood Express transit for over 10 years and for other transportation programs serving seniors and persons with disabilities for over two decades. ODOT has made STF formula base funds available through TriMet as the STF Agency.

Clackamas County Social Services (CCSS) has operated the Mt Hood Express public bus service since 2007. The Mt. Hood Express (formerly the Mountain Express) provides public transit service from the City of Sandy along the Highway 26 corridor including stops in Welches, Rhododendron, Government Camp and Timberline Lodge. The service connects to Sandy's bus service to provide regional public transit access to employees, local residents and persons who desire to access recreational opportunities year round on Mt. Hood. The Villages Shuttle service provides point-deviated bus service to the Villages at Mt. Hood Communities on weekdays, allowing seniors, persons with disabilities and others who need extra stops and route deviations bus service to access work, medical appointments and other needs. The Mt Hood Express cannot function without safe, reliable vehicles.

For many years Clackamas County Social Services (CCSS) has received funding from TriMet general funds for to provide required match per one-way ride so that Consortium members receive the full \$14.00 per one-way ride for rides provided. This agreement now provides those funds through the State of Oregon Special Transportation Funds process. The Federal match rate is adjusted annually. The current rate is 30.38%. The balance is funded by Title XIX (Medicaid) Waivered Services funds. All rides must first be authorized by the client's APD case manager in order for Consortium members to receive payment for the service. The goal of the Consortium in providing transportation services is to assist older and disabled county residents in meeting their individual needs. These services assist them in living independently in their own homes for as long as possible.

This grant will also fund rides for seniors who need transportation to dialysis and other life sustaining medical treatment who reside outside of the TriMet service district. This service for medically fragile residents is provided through the Transportation Reaching People program and is generally the only transportation option in rural areas. All of the rides originate outside the Clackamas TriMet service district, but have destination anywhere in the Metro Region. Riders received door to door service.

Total amount of the application is \$89,558. No County General Funds are involved.

Recommendation

Staff recommend recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Mary Rumbaugh

Digitally signed by Mary
Rumbaugh
Date: 2021.07.21 07:03:30 -07'00'

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10226

Board Order #: N/A (Under \$150,000)

Division: SS
Contact: Babcock, Kristina
Program Contact: Babcock, Kristina

- Subrecipient
 Revenue
 Amend # \$
 Procurement Verified
 Aggregate Total Verified

Non BCC Item BCC Agenda

CONTRACT WITH: 22-23 TriMet STF

CONTRACT AMOUNT: \$89,558.00

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? 07/01/2021 - 06/30/2023 |

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: Tuesday, June 29, 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

N/A (Under \$150,000)

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: 22-23 TriMet STF _____

PURPOSE OF

**CONTRACT/AGREEMENT: TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT GP200839GS
DISBURSEMENT OF STATE OF OREGON, PUBLIC
TRANSIT SECTION
SPECIAL TRANSPORTATION FUNDS
ODOT GRANT AGREEMENT NO. 33503**

Biennial renewal

DATE OF EXECUTION: _____

H3S CONTRACT NUMBER: 10226 _____

**TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
SUBRECIPIENT AGREEMENT GP200839GS AMENDMENT 1
DISBURSEMENT OF STATE OF OREGON, PUBLIC TRANSIT SECTION
SPECIAL TRANSPORTATION FUNDS
ODOT GRANT AGREEMENT NO. 33503**

PARTIES:

1. Tri-County Metropolitan Transportation District of Oregon (TriMet)
2. Clackamas County (Subrecipient)

RECITALS:

1. Pursuant to ORS Chapter 391, TriMet is designated to distribute to "providers of transportation," as that term is defined in ORS 391.830(6), State of Oregon Department of Transportation (ODOT), Public Transit Division, Special Transportation Funds (STF) for the purposes set forth at ORS 391.830(4). Subrecipient is a "provider of transportation" in Clackamas County, Oregon. ODOT, through its Public Transit Division, awarded TriMet Fiscal Year 2022-2023 Biennium STF Formula Funds (Funds) under Agreement No. 33503. Funds to Subrecipient has been approved by ODOT Grant Agreement No. 33503. Notwithstanding any term of provision of Grant Agreement No. 33503, the maximum amount of Funds to be disbursed to Subrecipient shall not exceed \$89,558.
2. Pursuant to OAR 732-005-0061, TriMet and Subrecipient enter into this Agreement for the sole purpose of disbursing the approved Funds to Subrecipient for Subrecipient's accomplishment of the Project(s), specified in Exhibit C, attached hereto. **Funds shall be used solely for the Project(s) and shall not be used for any other purpose.**

AGREEMENTS:

1. General

Subrecipient agrees to comply with and use the Funds in accordance with the terms of this Agreement No. GP200839GS, including the attached Exhibit A, B, C, and D (Agreement). Subrecipient further agrees to comply with the terms and conditions of ORS 391.800 through 391.830 and the provisions of Oregon Administrative Rules (OAR) Chapter 732, as may be amended, all of which are incorporated into and made part of this Agreement. Specific contractual requirements applicable to Subrecipient under this Agreement are set forth in the attached Exhibits A, B, C, and D, which are incorporated into and made part of this Agreement. Any conflict among the terms of this Agreement shall be resolved in accordance with the following order of precedence: this Agreement form, Exhibit A, Exhibit B, Exhibit C, and Exhibit D. This Agreement is subject to any agreements made between ODOT and TriMet regarding disbursement of the Funds, and shall be amended to incorporate those changes, if any.

Subrecipient agrees to comply with all subrecipient monitoring policies, procedures and other

requirements to ensure compliance with applicable federal and State of Oregon statutes and rules, including, but not limited to, ORS 391.800 through 391.830, the provisions of OAR Chapter 732, and Title VI of the Civil Rights Act of 1964.

Subrecipient shall not be relieved of any responsibility for performance of Subrecipient's duties under this Agreement, regardless of any subcontract Subrecipient may execute. Subrecipient shall require any subcontractor performing services under this Agreement to enter into a written agreement with Subrecipient before the commencement of services, which shall require the subcontractor to comply with ORS 391.800 through 391.830, OAR Chapter 732, as may be amended, and the terms of this Agreement. Subrecipient shall specifically include in all subcontracts a requirement that the subcontractor shall be bound by the following paragraphs of this Agreement as if the subcontractor were the Subrecipient: Paragraphs 2 through 4, and 6(B).

2. Audit Requirements/Financial Management Procedures

Funds disbursed by this Agreement shall be specifically addressed in Subrecipient's annual audits, and the terms of Exhibit A shall apply. TriMet may request additional information including, but not limited to, audits of specific projects or services related to this Agreement or the Project(s). Subrecipient will adhere to financial management procedures in accordance with Oregon and other applicable laws, and specifically as provided by ORS 391.800 through 391.830 and OAR Chapter 732 in addition to the requirements set forth in Exhibit A.

Subrecipient shall comply with applicable federal, state and local laws as well as generally accepted accounting principles (GAAP) for accounting, billing and reporting requirements with Funds. **Subrecipient shall document the expense of all Funds disbursed under this Agreement.**

3. Reporting Requirements

In order to be reimbursed, Subrecipient shall submit quarterly progress reports electronically to TriMet's Project Manager, using the report form in Exhibit D, no later than 30 days after the close of each quarterly reporting period. Quarterly progress reports must be remitted via TriMet's established process for posting on its website that meets the requirements of Exhibit A and Exhibit C. Reporting periods follow calendar quarters Q1 (July through September), Q2 (October through December), Q3 (January through March), and Q4 (April through June).

TriMet and ODOT reserve the right to request additional information as may be necessary to comply with state reporting requirements. Copies of the reports shall be sent to TriMet's Project Manager, Justin Trubiani, or his designee.

4. Withholding of Funds

In addition to any other provisions of this Agreement, including but not limited to Exhibits A and C, TriMet may withhold payment of Funds if:

4.1. The Funds are not being used in accordance with ORS 391.800 through 391.830, the relevant OARs or this Agreement;

4.2. All required reports have not been submitted; or

4.3. If there are any unresolved audit findings relating to the STF.

Subrecipient shall assure that Funds allocated hereunder are used only for the purposes permitted, and assumes responsibility for breach of conditions of the STF funding requirements hereunder by Subrecipient. Upon breach of conditions that require TriMet to return Funds to ODOT, to the extent allowed by law, Subrecipient shall hold harmless and indemnify TriMet for an amount equal to the Funds required to be repaid, plus any additional costs incurred by TriMet.

5. Discrimination Prohibited/Compliance with Laws

Subrecipient certifies that no person shall, on the grounds of race, color, creed, religion, sex, age, national origin, or disability, be excluded from participation in, or be denied the benefits of, any activity for which Subrecipient receives Funds. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, national origin, or disability.

Subrecipient shall comply with all applicable federal, state and local laws, rules and regulations applicable to the work hereunder, including without limitation, provisions required in public contracts under ORS Chapter 279, civil rights laws and all requirements established by the Americans with Disabilities Act of 1990 and Federal Transit Administration (FTA) regulations at 49 CFR Parts 37 and 38, and all provisions of this Agreement.

6. Indemnification

The Parties agree that TriMet shall have no liability of any nature in connection with the Subrecipient's use of the Funds or Subrecipient's provision of transportation services. To the fullest extent permitted by law, Subrecipient agrees to fully indemnify, hold harmless and defend, TriMet, its directors, 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, as between TriMet and Subrecipient, solely out of the Subrecipient's use of the Funds or Subrecipient's provision of transportation services by Subrecipient, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement. If Subrecipient is a public body and the claim, suit, or action subject to indemnification under this section is limited by the Oregon Tort Claims Act (ORS 30.260 *et seq*), then Subrecipient's indemnification will not exceed an amount equal to the applicable tort claim limit for Subrecipient pursuant to the Oregon Tort Claims Act.

In addition to any other remedies available to TriMet provided by law or this Agreement, any Subrecipient receiving Funds pursuant to this Agreement shall assume sole liability for that

Subrecipient's breach of the conditions of this Agreement. The provisions set forth in this Section and related provisions in Exhibit A shall survive termination or expiration of this Agreement.

7. Vehicle/ Operator Requirements

Subrecipient shall ensure that all drivers of equipment purchased with Funds have a valid Oregon driver's license and shall have passed a defensive driving course or bus driver's training course. Per ORS 820.200, drivers of public passenger-carrying vehicles must be at least 21 years of age. Drivers of equipment designed to carry 16 or more passengers, including the driver, shall have a valid Commercial Driver's License (CDL). Subrecipient shall otherwise ensure that operation of the vehicles is performed in accordance with all applicable laws and regulations.

Subrecipient shall require criminal, Department of Motor Vehicles and employment background checks as part of the eligibility requirements for all drivers.

8. Funding

- A. Upon execution of this Agreement and to the extent TriMet has received funds from ODOT, TriMet shall disburse Funds to Subrecipient as outlined in Exhibits A and C. The total amount disbursed by TriMet under this Agreement shall not exceed the sum of \$89,558.
- B. TriMet will make quarterly installment payments to Subrecipient within 30 days after TriMet has received Funds from ODOT. TriMet shall determine the amount of each quarterly payment based on the amount of Funds stated in Exhibit C divided by the number of calendar quarters for which payments are scheduled to be made, with any adjustments as may be determined by TriMet.
- C. All Funds must be used for expenses incurred no later than June 30, 2023 and not before July 01, 2021.
- D. Subrecipient shall provide documentation (i.e., General Ledger reports) to TriMet's Project Manager (Justin Trubiani at trubianj@trimet.org) within 30 days after the end of each TriMet Fiscal Year that show cumulative total expenses incurred in the biennial period. Such documentation shall show that all Funds paid to Subrecipient were used solely for the Project(s) identified under Exhibit C.

If disbursements exceed actual expenditures as documented above, the amount must be returned to TriMet to be used at TriMet's discretion for projects approved by the Special Transportation Fund Advisory Committee.

- E. Prompt Payment - Subrecipient shall make payment promptly, as due, to all persons supplying to the Subrecipient labor or material for the performance of the work provided for in the contract. At a minimum, Subrecipient shall pay subcontractors no later than thirty (30) days from receipt of payment from TriMet. Subrecipient shall not hold retainage from

subcontractors.

9. Term

This Agreement shall be in effect from July 1, 2021 through June 30, 2023, unless the Agreement is terminated earlier as provided herein.

10. Communications

All communications between the Parties regarding this Agreement shall be directed to the Parties' respective Project Managers as indicated below:

TriMet:

Justin Trubiani
TriMet
1800 SW 1st Ave., Suite 300
Portland, Oregon 97201
(971)223-9049
trubianj@trimet.org

Subrecipient:

Teresa Christopherson
Clackamas County; Social Services Division
2051 Kaen Rd, PO Box 2950
Oregon City, Oregon 97045
(503) 650-5718
teresachr@clackmas.or.us

If one Party finds a need to designate a new Project Manager, it shall immediately notify the other Party in writing, electronic mail, or other dated documentation.

11. Assignment/Subcontracts

Subrecipient may not assign, delegate or subcontract any of its rights or obligations under this Agreement to any other Party without the prior written consent of TriMet. Any assignment, delegation or subcontract in violation of this paragraph shall be null and void, and shall constitute grounds for immediate termination by TriMet.

12. Mediation

Should any dispute arise between the Parties concerning this Agreement, which is not resolved by mutual agreement, it is agreed that it will be submitted to mediated negotiation prior to any Party commencing litigation. In such an event, the Parties to this Agreement agree to participate in good faith in a non-binding mediation process. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. All costs of mediation shall be borne equally by the Parties.

13. Entire Agreement/Authority

This Agreement and the attached Exhibits A, B, C, and D constitute the entire Agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by authorized representatives of both Parties. If made, such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. The failure of Subrecipient or TriMet to enforce any provision of this Agreement shall not constitute a waiver by the Party of that, or any other provision.

14. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

15. Authority

The individuals signing below represent and warrant that they have authority to bind the Party for which they sign. The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

16. Counterparts

This Agreement and the exhibits hereto may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and which together are deemed one binding agreement, notwithstanding that the Parties are not signatories to the same counterpart.

Subrecipient: Clackamas County

Name: _____

Title: _____

Date: _____

Address: 2051 Kaen Rd
Oregon City, OR 97045

Phone/FAX: _____

Federal Employer ID Number: _____

Signature: _____

Tri-County Metropolitan Transportation District of Oregon (TriMet):

Name: JC Vannatta

Title: Executive Director Public Affairs

Date: _____

Signature: _____

Tri-County Metropolitan Transportation District of Oregon (TriMet):

Name: Dee Brookshire

Title: Chief Financial Officer

Date: _____

Signature: _____

**EXHIBIT A
SPECIFIC AGREEMENT PROVISIONS**

Subrecipient shall comply and require each of its subrecipients or subcontractors to comply with the provisions as set forth in this Exhibit A.

1. Disbursement and Recovery of Funds.

- A. Disbursement Generally.** TriMet shall disburse Funds to Subrecipient no later than thirty (30) days after ODOT disburses such funds to TriMet in accordance with and subject to Paragraph 6(a) Disbursement and Recovery of Funds of the Grant Agreement between ODOT and TriMet (Agreement No. 33503, attached hereto).
- B. Conditions Precedent to Disbursement.** TriMet's obligation to disburse Funds to Subrecipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. TriMet has received funding, appropriations, limitations, allotments or other expense authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Subrecipient's representations and warranties set forth in Section 2 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iii. Subrecipient is in compliance with the terms of this Agreement.
 - iv. All Funds previously disbursed have been used in accordance with OAR Chapter 732.
 - v. Any audit findings relating to Subrecipient's use of Funds under this Agreement have been resolved.
- C. Recovery of STF.** Any Funds disbursed to Subrecipient under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (Misexpended Funds) must be returned to TriMet. Subrecipient shall return all Misexpended Funds to TriMet within 10 days after the earlier of TriMet's written demand, or expiration or termination of this Agreement.

2. Representations and Warranties of Subrecipient. Subrecipient represents and warrants to TriMet as follows:

- A. Organization and Authority.** Subrecipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive Funds. Subrecipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Subrecipient of this Agreement (1) have been duly authorized by all necessary action of Subrecipient, (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's Charter, Articles of Incorporation or Bylaws, if applicable, and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is a Party or by which Subrecipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or

registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement.

- B. **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.
- C. **No Solicitation.** Subrecipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or Parties to sub agreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- D. **No Debarment.** Neither Subrecipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Subrecipient agrees to notify TriMet immediately if it is debarred, suspended or otherwise excluded from this federally- assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

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

- A. **Records, Access to Records and Facilities.** Subrecipient shall make and retain proper and complete books of record and account for and maintain all fiscal records related to this Agreement and the Project(s) in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and State standards for audits of municipal corporations, non-profit and for-profit organizations as applicable. Subrecipient shall require that each of its subrecipients and subcontractors complies with these requirements. The Oregon Secretary of State (Secretary of State), ODOT, the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA), TriMet and their duly authorized representatives shall have access to the books, documents, papers and records of Subrecipient that are directly related to this Agreement, the Funds provided hereunder, or the Project(s) for the purpose of making audits and examinations. In addition, the Secretary of State, ODOT, USDOT, FTA, TriMet and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Subrecipient shall permit authorized representatives of the Secretary of State, ODOT, USDOT, FTA to perform site reviews of the Project(s), and to inspect all vehicles, real property, facilities and equipment purchased by Subrecipient as part of the Project(s) and any transportation services rendered by Subrecipient.
- B. **Retention of Records.** Subrecipient shall retain and keep and require its subrecipients and subcontractors to retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Funds or the Project(s) for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date of this Agreement. If there are unresolved audit questions at the end of the six-year period, Subrecipient, its subrecipients and subcontractors shall retain the records until the questions are resolved.

C. **Expense Records. Subrecipient shall document the expense of all Funds disbursed by TriMet under this Agreement.** Subrecipient shall create and maintain all expense records in accordance with generally accepted accounting principles and in sufficient detail to permit TriMet to verify how the Funds were expended.

D. **Audit Requirements.**

- i. Subrecipient shall at Subrecipient's own expense, submit to TriMet and if requested by ODOT or its Public Transit Division, at 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 (or electronically to ODOTPTDreporting@odot.TriMet.or.us) a copy of its annual audit subject to this requirement covering the Funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any Subrecipient(s) and any of Subrecipient's contractor(s) or subcontractor(s) responsible for the financial management of Funds received under this Agreement.
- ii. To the fullest extent permitted by law, Subrecipient shall save, protect and hold harmless TriMet and ODOT from the cost of any audits or special investigations performed by the Secretary with respect to the Funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this Agreement or any other agreement between Subrecipient and TriMet or by ODOT.

4. **Subrecipient Sub agreements and Other Requirements**

A. **Sub agreements.** Subrecipient may enter into agreements with contractors or subcontractors (collectively, "sub agreements") for performance of the Project(s).

- i. All sub agreements must be in writing executed by Subrecipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other Party or Parties to the sub agreement(s). Use of a sub agreement does not relieve Subrecipient of its responsibilities under this Agreement.
- ii. Subrecipient agrees to provide TriMet with a copy of any signed sub agreement upon request by TriMet. Any substantial breach of a term or condition of a sub agreement relating to Funds covered by this Agreement must be reported by Subrecipient to TriMet within ten (10) business days of its being discovered.

B. **Subrecipient and Sub agreement indemnity; insurance.**

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

Subrecipient shall obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- C. **Subrecipient's sub agreement(s) shall require any other Party to such sub agreements(s) that is not a unit of local government as defined in ORS 190.003, to indemnify, defend, save and hold harmless ODOT, and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other Party to Subrecipient's sub agreement or any of such Party's officers, agents, employees or subcontractors ("Claims"). The sub agreement shall specifically state that it is the specific intention that ODOT shall, in all instances, except for Claims arising solely from ODOT's negligent or willful acts or omissions, be indemnified by the other Party to Subrecipient's sub agreement(s) from and against any and all Claims.**

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

Subrecipient shall require the other Party, or Parties, to each of its sub agreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit B to this Agreement.

- D. **Procurements.** Subrecipient shall make purchases of any equipment, materials, or services for the Project(s) under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules.

5. Termination

- A. **Termination by TriMet.** TriMet may terminate or suspend this Agreement, in whole or part, effective upon 30 days' prior written notice to Subrecipient, or at such later date as may be established by TriMet in such written notice, for cause including, but not limited to, any of the following conditions:
- i. Subrecipient fails to perform the Project(s) within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project(s) by Subrecipient is, for any reason, rendered improbable, impossible, or illegal; or
 - ii. TriMet fails to receive funding, appropriations, limitations or other expense authority sufficient to allow TriMet, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if TriMet determines to terminate or suspend for its own convenience; or
 - iii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in

such a way that the Project(s) are no longer allowable or no longer eligible for Funds funding under this Agreement; or

- iv. Subrecipient takes any action pertaining to this Agreement without the approval of TriMet and which under the provisions of this Agreement would have required the approval of TriMet.

- B. **Termination by Subrecipient.** Subrecipient may terminate this Agreement effective upon 30 days' prior written notice of termination to TriMet, or at such later date as may be established by Subrecipient in such written notice, if:
 - i. Upon notification to TriMet of subrecipient's desire to withdraw from eligibility to receive the Funds and providing to TriMet a reason acceptable to TriMet for the withdrawal; or
 - ii. Federal or State laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project(s) are no longer allowable or no longer eligible for funding under this Agreement.
- C. **Termination by Either Party.** If either Party fails to comply with any of the terms of this Agreement, the other Party may terminate this Agreement upon at least ten (10) business days' notice to the other Party, and the other Party's failure to cure within the period provided in the notice.

6. General Provisions

- A. **Responsibility for Funds.** In addition to any other remedies available to TriMet as provided for by law or under this Agreement, any Subrecipient receiving Funds, pursuant to this Agreement shall assume sole liability for that Subrecipient's breach of the provisions of this Agreement, and shall, upon Subrecipient's breach of any provision that requires TriMet to return Funds to ODOT, hold harmless and indemnify TriMet to the fullest extent allowed by law for an amount equal to the Funds received under this Agreement; or if state or federal law limitations apply to the indemnification ability of the Subrecipient of Funds, the indemnification amount shall be the maximum amount of Funds allowable, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
- B. **Contribution.** If any third Party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against TriMet or Subrecipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which TriMet is jointly liable with Subrecipient (or would be liable if joined in the Third Party Claim), TriMet shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of TriMet on the one hand and of the Subrecipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of TriMet on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. TriMet's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if TriMet had sole liability in the proceeding. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if Subrecipient had sole liability in the proceeding.

With respect to a Third Party Claim for which Subrecipient is jointly liable with TriMet (or would be liable if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by TriMet in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of TriMet on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of on the one hand and of TriMet on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. If Subrecipient is a public body, Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, if Subrecipient has sole liability in the proceeding.

- C. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- D. **Duplicate Payment.** Subrecipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America, TriMet or any other Party, organization or individual.
- E. **No Third Party Beneficiaries.** TriMet and Subrecipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

- F. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email, or mailing the same, postage prepaid, to Subrecipient's Project Manager or TriMet's Project Manager at the address or number set forth in Paragraph 10 Communications of this Agreement, or to such other addresses or numbers as either Party

may hereafter indicate. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- G. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding between TriMet and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County in the State of Oregon. In no event shall this section be construed as a waiver by Subrecipient, TriMet or by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- H. Compliance with Law.** Subrecipient shall comply with all federal, State, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Project(s). Without limiting the generality of the foregoing, Subrecipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- I. Insurance; Workers' Compensation.** All employers, including Subrecipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Subrecipient shall ensure that each of its lower tier subrecipient(s), contractor(s) and subcontractor(s) complies with these requirements. Subrecipient shall include in any sub agreements to perform services pursuant to this Agreement, a provision requiring a subcontractor to comply with this Section I and to indemnify and hold TriMet harmless including reasonable attorney's fees for breach of this provision.
- J. Independent Contractor.** Subrecipient shall perform under this Agreement as an independent contractor or subrecipient and not as an agent or employee of ODOT or TriMet. Subrecipient shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to PERS contributions, workers compensation, unemployment taxes and state and federal income tax withholdings. Subrecipient has no right or authority to incur or create any obligation for or legally bind ODOT or TriMet in any way. TriMet cannot and will not control the means or manner by which Subrecipient performs its obligations under this Agreement, except as specifically set forth in this Agreement. Subrecipient is responsible for determining the appropriate means and manner of performance. Subrecipient acknowledges and agrees that Subrecipient, its officers, directors, employees, subcontractors or volunteers are not an "officer," "employee," or "agent" of ODOT or TriMet, as those terms are used in ORS 30.265, and shall not make representations to third Parties to the contrary. Neither Subrecipient, nor its directors, officers, employees, subcontractors, or volunteers shall hold themselves out either explicitly or implicitly as officers, employees, or agents of TriMet for

any purpose whatsoever. Nothing in this Agreement shall be deemed to create a partnership, franchise, or joint venture between the Parties.

EXHIBIT B
SUBRECIPIENT INSURANCE REQUIREMENTS

GENERAL

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

Subrecipient shall comply with any requirements of TriMet with respect to Subrecipient's compliance with these insurance requirements, including but not limited to TriMet issued stop work orders (or the equivalent) until the insurance is in full force, or terminating the Agreement as permitted by this Agreement, or pursuing legal action to enforce the insurance requirements.

TYPES AND AMOUNTS

- I. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
- II. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to TriMet. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following amounts as determined by TriMet:

Bodily Injury, Death and
Property Damage:

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

Insurance policy shall include Sexual Abuse/Molestation coverage with limits no less than \$500,000 per occurrence/aggregate.

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

Bodily Injury, Death and
Property Damage:

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

ADDITIONAL INSURED

The Commercial General Liability Insurance and Automobile Liability insurance must include ODOT and TriMet, and their respective officers, employees and agents as Additional Insureds but only with respect to the Subrecipient's activities to be performed under the Agreement and, with respect to subcontractors, activities to be performed under their sub agreements. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the Subrecipient and the subcontractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of this Agreement for Subrecipient, and the effective date of the sub agreement for subcontractors, for a minimum of 24 months following the later of: (i) the Subrecipient's completion and TriMet's acceptance of all services required under this Agreement, and the subcontractors completion and Subrecipient's acceptance of all services required under the sub agreement or, (ii) the expiration of all warranty periods provided under this Agreement with respect to Subrecipient and the sub agreement with respect to the subcontractor. Notwithstanding the foregoing 24-month requirement, if the Subrecipient or subcontractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the Subrecipient or subcontractor may request and TriMet may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If TriMet approval is granted, the Subrecipient or subcontractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE

The Subrecipient or its insurer must provide 30 days' written notice to TriMet before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

CERTIFICATE(S) OF INSURANCE

Subrecipient shall submit to TriMet a certificate(s) of insurance for all required insurance before the commencement of performance of services. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance

on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage. In lieu of submitting the certificate of insurance required herein, if Subrecipient is a local government as defined under ORS 190.003, Subrecipient may furnish a Declaration that it is self-insured for no less than the amounts required by applicable law.

EXHIBIT C CLACKAMAS COUNTY SCOPE OF SERVICE

Subrecipient contact information:

- Contact Person: Teresa Christopherson
- Address: 2051 Kaen Rd, PO Box 2950, Oregon City, Oregon 97045
- Telephone: (503) 650-5718
- E-Mail: teresachr@clackamas.us

TriMet contact information:

- Contact Person: Justin Trubiani, Project Manager
- Address: 1800 SW 1st Ave., Suite 300, Portland, OR 97201
- Telephone: (971)223-9049
- E-Mail: trubianj@trimet.org

Term of Contract:

7/1/2021 through 6/30/2023

2022-23 STF Formula Funds Total: \$89,558

Project Title: Mt Hood Express Service Continuation

Project STF Formula Funds Total: \$21,500

Project Description:

Mt. Hood Express (formerly Mountain Express) provides commuter and point deviated fixed route bus service between the City of Sandy and various destinations along the Highway 26 corridor, ending at Timberline Lodge since 2008 and has been expanded to serve Government Camp and Timberline Lodge. Mt Hood Express (MHX) provides fully accessible public transit for employment, recreation and other needs to both local residents as well as visitors from the Metro area and beyond. MHX has expanded regional transit connectivity by linking with City of Sandy's service which connects to TriMet's light rail and bus service in Gresham.

The MHX commuter service delivers seven runs a day/seven days per week between Sandy and Timberline Lodge during the summer season (April 1 to November 1) and eight runs a day during the winter season.

The Villages Shuttle provides point deviated fixed route service between Sandy and Rhododendron four times daily seven days per week. The Hoodland Sr. Ctr. provides a limited rides to residents in the area, this is the only other transportation service available.

Project Funding:

Category	Year 1		Year 2		Total	
	STF/ Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$10,750	\$726,063	\$10,750	\$734,427	\$21,500	\$1,460,490
Capital:		\$41,250		\$41,250		\$82,500
Administrative:		\$39,007		\$39,006		\$78,013
Other (describe):						
Total:	\$10,750	\$806,320	\$10,750	\$814,683	\$21,500	\$1,621,003

Project Funding Sources:

Funding Source	Year 1:	Year 2:	Total:
Source 1: STF/5310 Funds Requested	\$10,750	\$10,750	\$21,500
Source 2: FTA 5311 Ops	\$129,460	\$129,460	\$258,920
Source 3: FTA 5310 Ops	\$58,324	\$58,325	\$116,649
Source 4: WFL FLAP	\$290,919	\$312,441	\$603,360
Source 5: County Funds	\$64,500	\$64,500	\$129,000
Source 6: Private contributions	\$45,000	\$45,000	\$90,000
Source 7: Fares	\$130,000	\$135,000	\$265,000
Source 8:STIF Operations	\$100,000	\$101,339	\$201,339
Source 9: FTA 5310 Preventative Maintenance	\$17,867	\$17,868	\$35,735
Source 10: Other capital funds**			
Total:	\$806,320	\$814,683	\$1,621,003

**Includes FTA5311 (capital), FTA5339, WFL FLAP and STIF

Project Measurables:

Measurable	Year 1:	Year 2:
One way Rides	72,130	72,130
Senior/Person w/ Disability One way Rides	1,000	1,000
Total paid driver hours	9,087	9,087
Total volunteer driver hours	0	0
Cost per trip	\$11.00	\$11.00
# of individuals served	N/A	N/A
Vehicle Hours	9,087	9,087
Vehicle Miles	250,000	250,000

Project Title: STF Waivered Non-Medical Transportation Match

Project STF Formula Funds Total: \$32,513

Project Description:

All Clackamas County residents who are receiving community-based care through the State's Department of Human Services (DHS) Medicaid long-term support services in the community or in their home are eligible.

This award provides matching dollars for waived non-medical (T19) transportation program. Social Service has held a contract with the DHS to provide this service since 1995. Service is provided by the Transportation Reaching People (TRP) program and, through subcontracts, the area community centers. Funds from this grant request will pay the approximate 30-35% matching share required by DHS under these contracts.

All riders receive door to door service. Transportation is provided Monday through Friday. Riders, after service is authorized by the Case Manager, simply call the local provider, or TRP, to schedule a ride.

Rides are provided using both paid and volunteer drivers. The ride must originate within the service area, anywhere in Clackamas County, but can go to a destination outside the service area. The participating senior centers serve Canby, Estacada, Gladstone, Lake Oswego, Milwaukie, Molalla, Oregon City and Sandy with TRP

Project Funding:

Category	Year 1		Year 2		Total	
	STF/ Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$16,017	\$1,180,844	\$16,497	\$1,204,766	\$32,513	\$2,385,610
Capital:		\$8,973		\$8,973		\$17,946
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Total:	\$16,017	\$1,224,917	\$16,497	\$1,248,839	\$32,513	\$2,473,756

Project Funding Sources:

Funding Source	Year 1	Year 2	Total
Source 1: STF/STIF/5310 Funds Requested	17,510	18,035	35,545
Source 2: STF County Consortium	16,017	16,497	32,514
Source 3: STF Ride Connection Pass Through	672,498	692,671	1,365,169
Source 4: 5310 County Consortium	39,873	40,800	80,673
Source 5: STIF County Consortium	43,900	45,217	89,117
Source 6: OAA Title III-B	150,000	150,000	300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	33,450	33,450	66,900
Source 8: In District (TriMet)	206,669	206,669	413,338
Source 9: Sr. Ctr. Agency Other	25,000	25,000	50,000
Source 10: Rider Donations	20,000	20,500	40,500
Total:	1,224,917	1,248,839	2,473,756

Project Measurables:

Measurable **	Year 1:	Year 2:
One way Rides		
Senior/Person w/ Disability One way Rides	3,500	3,500
Total paid driver hours		
Total volunteer driver hours		
Cost per trip*	\$5.60	\$5.60
# of individuals served		
Vehicle Hours		
Vehicle Miles		

* Estimated match portion of the \$14/rides paid by DHS to Social Services.

** Driver Hours, Vehicle Hours and vehicle Miles are not tracked separately for this project.

Project Title: Transportation Reaching People - Dedicated Dialysis Out of District

Project STF Formula Funds Total: \$35,545

Project Description:

This transportation project is open to all Clackamas County resident over age 18 who have limited access to transportation for dialysis treatment and utilizes underspent STF fund dedicated to Medicaid non-Medical transportation match. This funding request is specific to the portion of the operation that provides dedicated dialysis service to riders living outside the TriMet district. The ride must originate outside the Clackamas TriMet service district, but can go to a destination anywhere in the metro region.

These TRP rides are provided using two wheelchair accessible vans, two wheelchair accessible buses, and a non-wheelchair accessible sedan and operated by paid drivers. TRP volunteer drivers also provide limited rides in their own vehicles. Taxis are utilized on a limited basis and only when a TRP driver/vehicle, paid or volunteer, isn't available. Riders receive door to door service.

Transportation is provided Monday through Friday. Riders simply call the TRP office to schedule a ride.

Marketing is not done the traditional sense. Information about the service is regularly distributed to community partners & dialysis centers.

Project Funding:

Category	Year 1		Year 2		Total	
	STF Award	Total Project Cost	STF Award	Total Project Cost	STF Award	Total Project Cost
Planning:						
Operating:	\$17,510	\$1,180,844	\$18,035	\$1,204,766	\$35,545	\$2,385,610
Capital:		\$8,973		\$8,973		\$17,946
Administrative:		\$35,100		\$35,100		\$70,200
Other (describe):						
Other (describe):						
Total:	\$17,510	\$1,224,917	\$18,035	\$1,248,839	\$35,545	\$2,473,756

Project Funding Sources:

Funding Sources	Year 1	Year 2	Total
Source 1: STF Award	17,510	18,035	35,545
Source 2: STF County Consortium	16,017	16,497	32,514
Source 3: STF Ride Connection Pass Through	672,498	692,671	1,365,169
Source 4: 5310 County Consortium	39,873	40,800	80,673
Source 5: STIF County Consortium	43,900	45,217	89,117
Source 6: OAA Title III-B	150,000	150,000	300,000
Source 7: Medicaid for Waivered Non-Medical Transportation	33,450	33,450	66,900
Source 8: In District (TriMet)	206,669	206,669	413,338
Source 9: Sr. Ctr. Agency Other	25,000	25,000	50,000
Source 10: Rider Donations	20,000	20,500	40,500
Total:	1,224,917	1,248,839	2,473,756

*The number of 1-way rides, Driver Hours, Vehicle Miles and unduplicated riders is specific for this funding project and reflect ½ of the anticipated out of district rides provided.

Project Measurables:

Measurable	Year 1:	Year 2:
One-way Rides	N/A	N/A
Senior/Person w/ Disability One-way Rides*	1,175	1,225
Total paid driver hours*	300	325
Total volunteer driver hours *	550	575
Cost per trip	\$36.18	\$37.27
# of individuals served *		
Vehicle Hours	19,500	19,575
Vehicle Miles *		
Other (describe):		
Other (describe):		

EXHIBIT D

Quarterly Project Monitoring Report Form

Use this form to submit quarterly progress reports for EACH project receiving funding awarded through the STFAC solicitation process. Submit this form electronically to TriMet's Project Manager, Justin Trubiani, or her designee, no later than 30 days after the close of each quarterly reporting period. TriMet will share your reports with ODOT and the STFAC. TriMet will work with ODOT, the STFAC, and Subrecipients to make changes to this Report Form, as necessary.

- 1. Project Title:**
- 2. Funding Source:**
- 3. Amount of Award:**
- 4. Attach a statement of revenues and expenses to-date and include local match contributions, if applicable.**
- 5. Project Budget:** Fill out the table below and attach statement of revenues and expenses, where applicable.

Category	Year 1 Q1 Estimates	Year 1 Q1 Actuals
Administration	\$	\$
Planning:	\$	\$
Operating:	\$	\$
Capital:	\$	\$
Total	\$	\$

- 6. Project Measurables:** Fill out the table below, where applicable.

Measurable	Year 1 Q1 Estimates	Year 1 Q1 Actuals
One Way Rides		
Older Adults/Person with Disability One Way Rides		
Total Paid Driver Hours		
Total Volunteer Driver Hours		
Cost Per Trip	\$	\$
Revenue Operations Hours		
Revenue Service Mileage		
Cost per Hour		
Cost Per Mile		

7. Ridership by County: Fill out the table below, where applicable.

Pick-Ups by County	Year 1 Q1 Actuals
Pick-Ups in Clackamas County	
Pick-Ups in Multnomah County	
Pick-Ups in Washington County	

8. Number of turn downs: Fill out the table below, where applicable.

Number of Turn Downs	Year 1 Q1 Actuals	Year to Date Actuals
Turn Downs		

9. Provide a description of project deliverables and how goals, deliverables, tasks, and schedule are being met this quarter. If goals, deliverables, tasks and/or schedule are not being met then explain why and what steps are being taken to meet them. (250 words or less)

August 12, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval to renew an Intergovernmental Agreement with City of Sandy,
Oregon, for Support for the Mt Hood Express Bus Service

Purpose/Outcomes	Intergovernmental Agreement with City of Sandy, Oregon, for support for the Mt Hood Express bus service
Dollar Amount and Fiscal Impact	The total agreement is \$81,450 and will be used by the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, shop supplies, and vehicle use fees for the Mt Hood Express
Funding Source	Local funds, 5311 FTA Small Rural Transportation funds, 5310 FTA funds, Federal Lands Access Funds, Statewide Transportation Improvement Funds and state Special Transportation Funds
Duration	Effective July 1, 2021, and terminates on June 30, 2022
Previous Board Action	010721-A4 previous agreement approved
Strategic Plan Alignment	1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing transportation needs for seniors, persons with disabilities and low income job seekers.
Counsel Review	County Counsel reviewed and approved this document on 10/26/20 AN
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S#10266

The Social Services Division of the Department of Health, Housing and Human Services requests approval of an agreement with City of Sandy, Oregon, to support the Mt Hood Express bus service. The Mt Hood Express provides public transit bus service between the City of Sandy, Government Camp and Timberline, along with other locations in the Mt. Hood area, increasing access to employment and recreation opportunities.

This agreement provides funding to the City of Sandy to provide staffing to support the operations of the Mt Hood Express, facility rental for the bus service, reimbursement for shop supplies and vehicle use fees for the Mt Hood Express to address temporary fleet shortages. The City and County are now using a shared operations contractor to provide direct service.

The agreement is effective July 1, 2021 and continues until June 30, 2022. The maximum amount of the agreement is \$81,450.

RECOMMENDATION:

Staff recommend recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Page 2 – Staff Report: H3S #10266
August 12, 2021

Respectfully submitted

Mary Rumbaugh  Digitally signed by Mary
Rumbaugh
Date: 2021.07.21 07:02:00 -07'00'

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

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10266

Board Order #:

Division: SS
Contact: Babcock, Kristina
Program Contact:
Babcock, Kristina

- Subrecipient
 Revenue
 Amend # \$
 Procurement Verified
 Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: 21-23 City of Sandy

CONTRACT AMOUNT: \$81,450.00

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? 07/01/2021 - 06/30/2022 |

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: Monday, July 12, 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 City of Sandy** _____

BOARD AGENDA ITEM

NUMBER/DATE: _____ DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: IGA with City of Sandy for MHX services. Renewed
through 2023

H3S CONTRACT NUMBER: **10266** _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY, OREGON
AND
CITY OF SANDY, OREGON**

1. Purpose. This agreement (“Agreement”) is entered into between Clackamas County (“COUNTY”) and City of Sandy (“CITY”) for the cooperation of units of local government under the authority of ORS 190.010. This Agreement provides the basis for a cooperative working relationship for the purpose of providing administrative support to the COUNTY’s Mt. Hood Express (“MHX”) transit service in partnership with the CITY’s SAM transit service to increase operational efficiencies, collaboration and cost effective management of both services.

2. Scope of Work and Cooperation.
 - 2.1. Subject to the terms of this Agreement, CITY agrees to provide the following support functions for the MHX. :
 - 2.1.1. Partner with the County to oversee the coordination of the Sandy/Mount Hood Express semiannual rider surveys as required by grants and compile results for analysis.
 - 2.1.2. Work with the County on mutually agreeable policy and program development.
 - 2.1.3. Work with County for operational issues requiring County input.
 - 2.1.4. Assist with planning and coordination of events.
 - 2.1.5. Assist with finding meeting space for the Mt Hood Transportation Alliance, including booking the Sandy Operations Center if needed and arrangement of meeting space and accommodations.
 - 2.1.6. Update the MHX website, post notices to DoubleMap and respond to information requests.
 - 2.1.7. Interact with public, including sending information requests that dispatch can’t answer to county staff and handling on-site complaints if necessary.
 - 2.1.8. Post notices and display schedules at the Sandy Operation Center and other locations upon request
 - 2.1.9. General office and clerical duties as needed.
 - 2.1.10. Continue oversight, maintenance and updates to the DoubleMap system app and equipment on the MHX service, including posting notices as needed.
 - 2.1.11. Provide space for office staff, program materials, parking space for riders, parking of buses, vehicle equipment and shop supplies.
 - 2.1.12. Provide a vehicle for use by the Mt Hood Express in emergencies when existing Clackamas County owned vehicles are out of service.
 - 2.1.13. Act as on-sight liaison on behalf of the County with the shared operations contractor (MV Transportation) by Contractor, providing immediate communication for the contractor and their employees of policy and contractor functions.
 - 2.1.14. Other tasks and projects as needed.

2.2. Subject to the terms of this Agreement, COUNTY agrees to provide the following:

- 2.2.1. Provide ongoing fiscal support to the Mt Hood Express, as set forth in Section 3 of this Agreement. Changes in funding requiring changes in service levels will be communicated to CITY when notification is received from the funder, and the parties will negotiate in good faith to address those changes.
- 2.2.2. Complete and submit required reports to funders in a timely manner.
- 2.2.3. Participate in ongoing planning and coordination efforts, including participation in the Mt Hood Transportation Alliance.
- 2.2.4. Reimburse CITY for shop supplies and maintenance purchased by CITY
- 2.2.5. Pay a vehicle use fee of \$50 per day for the back-up bus if needed.
- 2.2.6. COUNTY will be responsible for all costs associated with accidents, including insurance deductibles, repairs not covered by insurance and towing for CITY-owned MHX back up bus for incidents occurring during its use for MHX routes.
- 2.2.7. Provide administrative and operational support as needed.

3. Compensation and Record Keeping.

- 3.1. Compensation. COUNTY shall compensate the CITY for satisfactorily performing the services beginning July 1, 2021 and identified in Section 2 in the amounts set forth in *Exhibit B: Budget*, attached hereto and incorporated by this reference herein. Total maximum compensation under this Agreement shall not exceed \$81,450. Any continuation or extension of this Agreement after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Agreement, as determined by the COUNTY in its sole administrative discretion.
- 3.2. Method of Payment. To receive payment, CITY shall submit invoices and accompanying progress reports as required in *Exhibit A: Reporting Requirements*, attached hereto and incorporated by this reference herein.
- 3.3. Withholding of Contract Payments. Notwithstanding any other payment provision of this Agreement, should CITY 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 may immediately withhold payments hereunder. The COUNTY may continue to withhold payment until CITY 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 CITY.
- 3.4. 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 should be retained for a period of three (3) years after receipt of final payment under this Agreement and all other pending matters are closed.
- 3.5. Access to Records. COUNTY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the books, documents, papers, and records of CITY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts. Likewise, CITY, the State of Oregon and the federal government and their duly authorized representatives shall have access to the

books, documents, papers, and records of COUNTY that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcripts.

4. Manner of Performance.

- 4.1. Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CITY and COUNTY shall comply with all federal laws and regulations, Oregon laws and regulations, local ordinances and rules applicable to this Agreement, including, but not limited to, all applicable federal and Oregon civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibits D, E and F attached and incorporated into this Agreement.
- 4.2. Precedence. When a requirement is listed both in the Agreement and in an Exhibit to it, the requirement in the Exhibit shall take precedence.
- 4.3. Subcontracts. CITY shall not enter into any subcontracts for any of the work scheduled under this Agreement without obtaining prior written approval from COUNTY.

5. General Provisions.

- 5.1. Contact. All routine correspondence and communication regarding this Agreement, as well as requests for written acknowledgment, shall be directed to the following representatives:

For COUNTY: Teresa Christopherson, 2051 Kaen Rd, Oregon City, OR 97045 (teresachr@clackamas.us) (503-650-5718)

For CITY: Andi Howell, Transit Director, City of Sandy, 16610 Champion Way, Sandy, OR 97055 (ahowell@ci.sandy.or.us) (503-489-0925)

Either party may change the contact or its associated information by giving prior written notice to the other party.

Each party shall give the other party immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 5.2. Indemnification. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other against all claims, demands, actions and suits of any kind or nature for personal injury, death, or damage to property arising out of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the indemnitor or the indemnitor's officers, commissioners, councilors, employees, agents, subcontractors, or anyone over which the party has a right to control. Each party shall give the other party immediate written

notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

- 5.3. Severability. If any provision of this Agreement is found to be unconstitutional, illegal or otherwise unenforceable by a court or authority of competent jurisdiction, 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 intentions of the parties to the maximum extent possible.
- 5.4. Modifications. Any modification or change to the terms of this Agreement shall be effective only when reduced to writing and approved by the governing bodies of both parties. Any modification or change, including any additional agreement providing descriptions of tasks, standards of performance or costs, shall be in writing, shall refer specifically to this Agreement and shall be valid only when approved by the governing bodies of both parties.
- 5.5. Integration. This Agreement contains the entire agreement between the parties concerning its subject matter.
- 5.6. Third-Party Beneficiaries. The CITY and COUNTY are the only parties to this Agreement and are the only parties entitled to enforce its terms.
- 5.7. Applicable Law. The laws of the State of Oregon govern this Agreement without respect to conflict of laws principles. Any litigation between the parties arising out of or related to this Agreement will be conducted exclusively in the Circuit Court for the State of Oregon, Clackamas County. The parties accept the personal jurisdiction of this court.
- 5.8. Dispute Resolution.
 - 5.8.1. Subject to mutually agreed upon extensions of time in writing, failure or unreasonable delay by any party to substantially perform any material provision of this Agreement shall constitute default. In the event of an alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days written notice specifying the nature of the alleged default and the manner in which the default may be cured satisfactorily. During this 30-day period, the party shall not be considered in default for purposes of termination or instituting legal proceedings.
 - 5.8.2. The parties shall negotiate in good faith to resolve any dispute arising under this Agreement. Should any dispute arise between the parties concerning this Agreement that cannot be resolved by mutual agreement, the parties may mutually agree to mediate the dispute prior to a party commencing litigation. The mediation shall take place in Clackamas County, Oregon. The parties will equally bear the mediator's fees and costs.

5.9. Term and Termination.

- 5.9.1. Term. This Agreement is effective upon signature of both parties and will terminate on June 30, 2022, unless the parties agree in writing to extend the Agreement.
- 5.9.2. Termination For Convenience. Either party may terminate this Agreement by providing at least 30 days prior written notice to the other party.
- 5.9.3. Termination For Cause. Either party may immediately terminate this Agreement if that party complied with Section 5.8.1 of this Agreement and the other party did not cure its default within the time provided by Section 5.8.1.
- 5.9.4. Termination for Lack of Appropriation. Either party may terminate this Agreement in the event that party fails to receive expenditure authority, including but not limited to receipt of state or federal funds, sufficient to allow the party, 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 party is prohibited from paying for such work from the planned funding source.
- 5.10. Effective Date. This Agreement will only become effective upon approval by the governing bodies of COUNTY and CITY.
- 5.11. 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 including, but not limited to, any additional requirements imposed by state or federal funding sources.
- 5.12. 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.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF SANDY
Stan Pulliam, Mayor

CLACKAMAS COUNTY

Signing on behalf of the Board
Commissioner: Tootie Smith, Chair
Commissioner: Sonya Fischer
Commissioner: Mark Shull
Commissioner: Paul Savas
Commissioner: Martha Schrader

Signing on Behalf of the Mayor & Council

Jordan Wheeler, City Manager

Tootie Smith, Chair

Date

Date

EXHIBIT A

REPORTING REQUIREMENTS

Reporting:

CITY shall submit on a quarterly basis a narrative summary of the work performed on behalf of the Mt Hood Express, including progress on any planning or special projects.

Invoicing

CITY, through designated staff, shall submit to COUNTY a monthly invoice for project management services, bus rental, reimbursement of shop supplies, and preventative maintenance and repair costs. Any bus rental fees will include a summary of rental use. Preventative maintenance and shop supply cost reimbursement requests will require documentation sufficiently detailed to allow for reimbursement from the applicable funding source, as determined by the COUNTY in its sole administrative discretion.

Invoices and required reports may be submitted electronically via e-mail as an attachment and shall be received by COUNTY on or before the 15th of each quarter following the billing period.

E-mail address: teresachr@clackamas.us

COUNTY shall make payment to CITY within 30 days of receipt of each invoice submitted.

EXHIBIT B

BUDGET

\$13,916	Staff support for MHX project
\$24,034	Space for staff, program materials, and bus parking
\$1,500	Vehicle rental
\$2,000	Shop supplies, misc. equipment, COVID Supplies or program expenses
\$5,000	Reimbursement of preventative maintenance and repair paid by City
\$35,000	ITS equipment and/or service fees

Total maximum compensation under this contract shall not exceed \$81,450

EXHIBIT C

SPECIAL REQUIREMENTS

1. CITY certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - (a) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or CITY;
 - (b) Have within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have within a three-year period preceding this agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the CITY is unable to certify to any of the statements in this certification, such CITY shall attach an explanation to this proposal.

2. In case of suspected fraud by applicants, employees, or vendors, CITY shall cooperate with all appropriate investigative agencies, and shall assist in recovering invalid payments.
3. CITY shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this agreement and shall not release or disclose any such information except as directly connected with the administration of the particular Clackamas County program(s) or as authorized in writing by the applicant or recipient. All records and files shall be appropriately secured to prevent access by unauthorized persons.

CITY shall ensure that all officers, employees, and agents are aware of and comply with this confidentiality requirement.

4. CITY shall ensure that no person or group of persons shall, on the ground of age, race, color, national origin, primary language, sex, religion, handicap, political affiliation or belief, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part by funds delegated under this agreement.
5. CITY will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity covered by this contract.
6. CITY will 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).
7. CITY will establish safeguards to prohibit employees and volunteers from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

8. CITY certifies, to the extent required by federal law, that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CITY's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) CITY's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
 - (c) Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required by subsection (a) above.
 - (d) Notifying the employee in the statement required by subsection (a) that as a condition of employment on such contract, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - (e) Notifying the County within 10 days after receiving notice under subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction.
 - (f) Imposing a sanction on, or requiring 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.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of subsections (a) through (f).

Exhibit D: ODOT 5311 Contract
Exhibit E: FTA assurances

August 12, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to Funding Opportunity HRSA-21-114 with Health Resources and Services Administration (HRSA) for American Rescue Plan (APR) – Health Center Construction and Capital Investment

Purpose/Outcomes	One-time supplemental funding for a 3-year period offered to health centers funded under the Health Center Program to: support construction, expansion, alteration, renovation, and other capital improvements to modify, enhance, and expand health care infrastructure. Health Centers Division intends to utilize funds on the equipment costs of the new Sandy Health Center.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$700,134.
Funding Source	Health Resources and Services Administration (HRSA). No County General Funds are involved.
Duration	Effective September 1, 2021 and terminates on August 31, 2024
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Not required, renewal application only
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	N/A – Approval to Apply

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to funding opportunity HRSA-21-114 issued by the Health Resources and Services Administration (HRSA). The funding opportunity is being offered to Health Centers based on its status as an FQHC. Health Centers is requesting permission to apply for this funding. HRSA determined the amount of funding based on the following formula: (1) \$500,000, plus (2) \$11 per patient reported in the 2019 Uniform Data System (UDS). Health Centers will focus these dollars on the construction of the new integrated Sandy Health Center in Sandy, OR.

This Agreement has a maximum value of \$700,134. It is effective September 1, 2021 and terminates on August 31, 2024.

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

RECOMMENDATION:

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

Respectfully submitted,

Mary Rumbaugh

Digitally signed by Mary
Rumbaugh
Date: 2021.07.21 08:28:27 -07'00'

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

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department & Fund:

H3S-Health Centers Division

Application for: Subrecipient Assistance Direct Assistance

Grant Renewal? Yes No

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

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

Name of Funding Opportunity:

American Rescue Plan - Health Center Construction and Capital Improvements (HRSA-21-114)

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Jennifer Stone

Requestor Contact Information:

JStone@clackamas.us; 503-742-5967

Department Fiscal Representative:

Sarah Jacobson

Program Name or Number (please specify):

Sandy Health Center (08544)/253.40.4005.400502.40050214

Brief Description of Project:

The purpose of this one-time funding opportunity is to support construction, expansion, alteration, renovation, and other capital improvements to modify, enhance, and expand health care infrastructure. Clackamas County Health Centers intends to utilize funds to cover the equipment costs of the new fully integrated Sandy Health Center in Sandy, OR.

Name of Funding Agency:

HRSA (Health Resources & Services Administration)

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

<https://bphc.hrsa.gov/program-opportunities/american-rescue-plan/arp-capital-improvements>

OR

Application Packet Attached: Yes No

Completed By:

Jennifer Stone

5.13.2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

93.526

Funding Agency Award Notification Date:

August 2021

Announcement Date:

4/27/2021

Announcement/Opportunity #:

HRSA-21-114

Grant Category/Title:

American Rescue Plan-Health Centers

Max Award Value:

\$700,134.00

Allows Indirect/Rate:

Yes/NA

Match Requirement:

No

Application Deadline:

8/24/2021

Other Deadlines:

N/A

Award Start Date:

9/1/2021

Other Deadline Description:

N/A

Award End Date:

8/31/2024

Completed By:

Jennifer Stone

Program Income Requirement:

N/A

Pre-Application Meeting Schedule:

5/6/2021

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

Mission/Purpose:

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

Support to assist in keeping individuals, families and the community safe and healthy through the construction/completion of the new fully integrated Sandy Health Center in Sandy, OR

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

None

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

The purpose of this one-time funding opportunity is to support construction, expansion, alteration, renovation, and other capital improvements to modify, enhance, and expand health care infrastructure. We will meet these objectives by purchasing equipment and furniture new Sandy Health Center in Sandy, OR

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

The new integrated health center will fall under the Primary Care, Dental and Behavioral Health MFR programs.

Organizational Capacity:

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

Not applicable as this is a construction and capital investment opportunity.

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

No

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

This not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

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

Collaboration

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

N/A

Reporting Requirements

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

Quarterly progress reports into the HRSA Electronic Handbooks (EHB). Reports will describe the status of the activities and use of funds.

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

Progress reports will consist of a narrative of project activities, project completion status (percent complete), actual versus projected budget information, timeline or construction schedule, earned value management (as applicable).

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

Annual Federal Financial Report (FFR), quarterly Federal Cash Transaction Report (FCTR)-FFR, Quarterly Progress Reports, and close out reporting at the end of project period.

Fiscal

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

Yes the cost to administer the grant will be minimal.

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

Other funding sources are not required but are being pursued.

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

No

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

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

Program Approval:

Sarah Jacobson

7-19-2021

Name (Typed/Printed)

Date

Signature

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

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	7-20-2021	
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	7-20-2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.07.20 08:16:50 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	7.21.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.07.21 07:34:00 -07'00'</small>
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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

August 12, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval to Apply to the 2021-2023 OSBHA ACTION grant with Oregon School-Based Health Alliance
for School Based Health Center programs

Purpose/Outcomes	To support healthy youth relationships, adolescent sexual health, and SBHC staff skill development relating to youth social and sexual health. Clackamas County Health Centers intends to utilize the funds to provide quality, evidence-based pediatric care, to children and teens in order to support and promote their optimal health, growth and development.
Dollar Amount and Fiscal Impact	The maximum agreement value is \$22,000
Funding Source	Oregon School-Based Health Alliance (OSBHA). No County General Funds are involved.
Duration	Effective September 17, 2021 and terminates on June 30, 2023
Previous Board Action	No Previous Board Actions have been taken.
Strategic Plan Alignment	1. Improve Community Safety and Health 2. Ensure safe, healthy and secure communities
Counsel Review	Not required, renewal application only
Procurement Review	1. Was the item process through Procurement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 2. This is a direct procurement of a grant.
Contact Person	Deborah Cockrell, Health Center Director – 503-742-5495
Contract No.	N/A – Approval to Apply

BACKGROUND:

Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval to apply to the 2021-2023 OSBHA ACTION grant funding opportunity issued by Oregon School-Based Health Alliance (OSBHA). Health Centers will utilize the funds to establish a Healthy Teen Relationships psycho-education group that will create a space for teens to ask critical questions about their values-driven decisions in relationships, review if different types of relationships, healthy boundaries, power and control influences on relationships, gender expressions and how to impact relationship roles.

This funding opportunity has a maximum value of \$22,000. It is effective September 17, 2021 and terminates on June 30, 2023.

Healthy Families. Strong Communities.

RECOMMENDATION:

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

Respectfully submitted,

Mary Rumbaugh Digitally signed by Mary Rumbaugh
Date: 2021.07.21 08:27:29 -07'00'

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

Financial Assistance Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Lead Department & Fund:

H3S-Health Centers, Fund 253

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

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

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

Name of Funding Opportunity:

OSBHA ACTION Grants: 2021-2023

Funding Source: Federal State Local

Requestor Information (Name of staff person initiating form):

Ben DeGiulio

Requestor Contact Information:

BDeGiulio@clackamas.us

Department Fiscal Representative:

Sarah Jacobson

Program Name or Number (please specify):

MFR Program 400503 - Gladstone Pediatrics Clinic and School Based Health Centers

Brief Description of Project:

The ACTION grant program funds School Based Health Centers based projects that support healthy youth relationships, adolescent sexual health, and SBHC staff skill development relating to youth social and sexual health.

Name of Funding Agency:

Oregon School Based Health Alliance

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

<https://osbha.org/>

OR

Application Packet Attached: Yes No

Completed By:

Adam Kearl

7-19-2021

Date

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

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

Competitive Application

Non-Competing Application

Other

CFDA(s), if applicable:

N/A

Funding Agency Award Notification Date:

8/9/2021

Announcement Date:

6/30/2021

Announcement/Opportunity #:

N/A

Grant Category/Title:

OSBHA-ACTION Grant

Max Award Value:

\$22,000.00

Allows Indirect/Rate:

No

Match Requirement:

N/A

Application Deadline:

7/30/2021

Other Deadlines:

N/A

Award Start Date:

9/17/2021

Other Deadline Description:

N/A

Award End Date:

06/30/2023

Completed By:

Adam Kearl

Program Income Requirement:

N/A

Pre-Application Meeting Schedule:

Conducted via email 7-6-2021

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

Mission/Purpose:

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

This grant would help support Health Center's goal to provide quality, evidence-based pediatric care, to children and teens in order to support and promote their optimal health, growth and development.

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

None, Health Centers operates the three, soon to be five SBHC's in Clackamas County.

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

The objective of the funding opportunity is to provide services that support healthy youth relationships, adolescent sexual health, and SBHC staff skill development relating to youth social and sexual health. Health Centers will meet these objectives by putting together a Healthy Teen Relationships psycho-education group that will create a+

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

Yes it will be part of the Gladstone Pediatric Clinic and School Based Health Centers MFR program.

Organizational Capacity:

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

Health Centers has adequate capacity to provide these services.

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

No partnerships required

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

This is not a pilot project.

4. If funded, would this grant/financial assistance create a new program, does the department intend for the program to continue after initial funding is exhausted? If yes, how will the department ensure funding (e.g. request new funding during the budget process, supplanted by a different program, etc.)?

This grant will not create a new program.

Collaboration

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

None

Reporting Requirements

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

There will be required semi-annual progress reports on the program.

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

Performance will be evaluated based on the progress made on the project. The data used for the progress reports comes for our electronic health record.

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

Semi-annual financial reports will be required.

Fiscal

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

Yes, the cost to administer will be minimal.

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

No other revenue sources will be required.

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

N/A

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

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

Program Approval:

Ben DeGiulio

7/19/2021

Name (Typed/Printed)

Date

Signature

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

****ATTACH ANY CERTIFICATIONS REQUIRED BY THE FUNDING AGENCY. COUNTY FINANCE OR ADMIN WILL SIGN.****

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Deborah Cockrell	7.20.2021	Deborah Cockrell <small>Digitally signed by Deborah Cockrell Date: 2021.07.20 07:39:15 -07'00'</small>
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Mary Rumbaugh for Rodney A Cook	7-20-2021	Mary Rumbaugh <small>Digitally signed by Mary Rumbaugh Date: 2021.07.20 08:14:41 -07'00'</small>
Name (Typed/Printed)	Date	Signature

FINANCE ADMINISTRATION		
Elizabeth Comfort	7.21.2021	Elizabeth Comfort <small>Digitally signed by Elizabeth Comfort Date: 2021.07.21 07:48:31 -07'00'</small>
Name (Typed/Printed)	Date	Signature

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

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #:

Date:

OR

Policy Session Date:

County Administration Attestation

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



OSBHA ACTION Grants: 2021 – 2023

OVERVIEW

Through the generous support of the EC Brown Foundation, Oregon School Based Health Alliance's (OSBHA) ACTION grant program assists school-based health centers (SBHCs) as they work with adolescents to develop healthy relationship skills and knowledge, with a specific focus on social and sexual health. OSBHA and the EC Brown Foundation have determined that there is a lack of opportunities for youth to learn about healthy relationships, to develop the skills necessary for participating in healthier relationships, and become advocates for healthy relationships in their communities.

WHAT WE ARE FUNDING

The ACTION grant program funds SBHC-based projects that support healthy youth relationships, adolescent sexual health, and SBHC staff skill development relating to youth social and sexual health. **This year, we are not requiring that SBHCs implement any specific sexual health-related curricula.**

Projects should have a budget up to \$20,000 and must be achievable within a two-year timeframe. If projects involve youth, SBHCs can apply for an extra \$2,000 for youth stipends (totaling their budget to \$22,000). Grant funding will vary based on the scope of the activities in approved grants as well as the number of SBHCs or partners involved.

WHO SHOULD APPLY

Eligible applicants meet one of the following criteria:

- The SBHC must be a current member of the Oregon School-Based Health Alliance. If you have questions about membership contact Jen Shin, Operations Manager, at jen@osbha.org.
- AND
- Certified school-based health centers in the State of Oregon or
 - Single sites or multiple site systems, or
 - Planning sites

GRANT REQUIREMENTS

- A. Your project must include one or more SBHCs or planning sites
- B. All projects should be related to sexual health and/or healthy youth relationships
- C. All projects should include a positive youth development strategy or focus (<https://www.acf.hhs.gov/fysb/positive-youth-development>)
- D. Ideas for projects include (these are merely suggestions and not required):
 - a. Administer curriculum to students, such as It's All One or My Future-My Choice. If you choose this route, obtaining support from the Principal will be necessary.
 - b. Conduct a Youth Participatory Action Research (YPAR) project to investigate meaningful topics (e.g., STI, teen dating violence, Healthy Teen Relationship Act) to research and take action to influence or resolve the challenges they face.
 - c. Organize and implement youth-led events like youth summits where youth can learn how to coordinate and run events while creating presentations that address healthy youth relationships.
 - d. Establish a support group to implement strategies supporting healthy youth relationships.

- e. Partner with a school nurse, counselor or health teacher to address intimate partner violence or bullying related to gender or sexual identity.
- f. Create an affinity group with youth of color to talk about healthy relationships.

EXCLUSIONS AND PRIORITIES

The following **will not be funded** under this grant:

- Out of state travel
- Medical services
- **Programs / projects not directly related to healthy youth relationships**

IMPORTANT DEADLINES AND DATES

- **June 30, 2021:** Application released. Contact OSBHA with questions.
- **July 30, 2021:** ACTION Grant applications due. Please submit your completed application electronically to jen@osbha.org.
- **August 9, 2021:** Grantees notified.
- **By September 17, 2019:** Grantees will work with OSBHA to refine their Project Plan Grids, confirm school and/or community partners, and submit final project and budget to OSBHA (see Appendix A).

IF YOUR PROJECT IS FUNDED

The following is **required** of all grantees:

- The SBHC needs to be an OSBHA member. If membership is difficult for your SBHC, you can choose to join as a member after being notified that you've been awarded an ACTION grant. Contact Jen Shin, Operations Manager, for membership details at jen@osbha.org.
- A signed sub-grantee agreement between the Oregon School-Based Health Alliance and your SBHC or medical sponsor.
- Completed **mid-year and year-end progress reports** which demonstrate project evaluation, and financial reports to be submitted to OSBHA. Evaluation technical assistance is provided **at no cost**.
- **Please note that the ACTION grant *NO LONGER* operates on a reimbursement model.** Grant funding will be distributed in 4 rounds – once in September 2021, again in January 2022, in September 2022 and in January 2023. Grantees will maintain internally reliable systems to track funds, which will be subject to audit by OSBHA, as requested.
- Attendance at OSBHA School Health Advocacy Day. ACTION funds may be used to support travel, if applicable.
- Participation in ACTION technical assistance and training activities (e.g., site visits, monthly phone calls, webinars).
- Share project successes and challenges of ACTION project with SBHC staff in the field.

APPLICATION SUBMISSION

- **We are not requiring completed project grids for the application this year;** however, if your application is accepted, we will require that you complete this grid with OSBHA support during the planning phase.
- Complete the two sections below. Completed applications should include:
 - Section I: Contact Information
 - Section II: Application Questions
 - Completed Budget Template
- Applications can be emailed to Jen Shin, Operations Manager, at jen@osbha.org **by end of day July 30, 2021.**

OSBHA Action Grant 2021-2023 Application

I. Contact Information

A. SBHC Information

Name of SBHC	
SBHC Address	
Telephone Number	

Name and Title of SBHC Coordinator	
Address	
Telephone Number	
Email Address	

Name of School	
Name of School Principal	
School Address	
Telephone Number	
E-mail Address	

Would the SBHC Coordinator act as the grant manager?

Yes No

If no, please name a grant manager who will act as the main contact person for the grant in section B below.

B. Grant Manager Information

Name and title of grant manager	
Address	
Telephone Number	
Email Address	

C. If grant is awarded, where shall we send the expense reimbursement checks?

Name of Fiscal Agency	
Name and Title of Fiscal Coordinator	
Address	
Telephone Number	
Email Address	

II. Application

A. Please describe your proposed project. (500 words max)

What are your goals for this project? What specific activities will you do? Who will be involved? What is the timeline?

B. Please describe why this project is important for your SBHC and school(s). (500 words max)

How will your project help your school's youth?

C. Please describe who will be leading this work. (500 words max)

Who will be working with and supporting youth through this project? Who will you be partnering with?

D. Please complete the budget using the template in Appendix A. Below, provide a narrative summary of the budget. (500 words max)

What are your personnel or program supplies needs? For an example of the budget, see Appendix A below.

E. Please provide a plan for monitoring progress. (500 words max)

How will you make sure you're on track to meet your goals? How will you be able to tell if your project had an effect on: 1.) your organization and 2.) the youth at your school?

Appendix A

I. Sample Project Budget - \$7250- Year 1

Category	Funding Request
Personnel <ul style="list-style-type: none"> • ACTION grant administration, monthly phone calls, training, technical assistance, grant reporting (55 hours) • ACTION grant outreach and planning with school administration, teachers, and community members (20-30 hours) • Planning and implementing 10-15 YAC meetings (20-30 hours) • Planning and implementing school-wide awareness and educational activities (20 hours) 	\$3,000
Program Supplies <ul style="list-style-type: none"> • T-Shirts for YAC members: \$300 • Food for YAC meetings: \$450 • Materials for school-wide awareness campaigns and educational activities: \$2,300 	\$3,050
Training/Conference <ul style="list-style-type: none"> • \$175 x 2 SBHC Staff attending relevant training opportunity 	\$350
Travel to relevant training opportunity <ul style="list-style-type: none"> • Mileage reimbursement (\$0.575/mile); hotel room (\$189/room); per diem (\$66/day) 	\$860
Total	\$7,260

II. Project Budget Template

Category	Funding Request
Personnel <ul style="list-style-type: none"> • 	\$
Program Supplies <ul style="list-style-type: none"> • 	\$
Training/Conference <ul style="list-style-type: none"> • 	\$
Travel to relevant training opportunity <ul style="list-style-type: none"> • 	\$
Total	\$

August 12, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Amendment #4 with
Northwest Family Services for Student Resource Coordination

Purpose/Outcome	Northwest Family Services (NWFS) Amend 4 adds funding to continue Student Resource Coordination services. Student Resource Coordination will provide pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education and judicial systems to drug and alcohol affected youth and families living in Clackamas County.
Dollar Amount and Fiscal Impact	Amendment #4 adds \$60k for a revised maximum of \$330,950.
Funding Source	Amendment is funded through Clackamas County Behavioral Health (\$40,000) and Clackamas County Children, Family & Community Connections Marijuana Tax Funds (\$20,000)
Duration	July 1, 2021-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 05/26/21, 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 8642

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Amendment #4 with Northwest Family Services for Student Resource Coordination. Services will identify and serve youth at risk of or involved in the use of alcohol and drugs, strengthen collaboration and promote integration among schools, nonprofits, local diversion panels, and State and County service agencies.

This Grant Amendment is effective upon signature by all parties for services starting on July 1, 2021 and terminating on June 30, 2021. This Amendment #4 adds \$60,000 for a revised maximum of \$330,950.

RECOMMENDATION:

Staff recommends the Board approval of this Agreement and authorizes Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,

Mary Ruanbauge for Rodney A. Cook

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

Local Subrecipient Grant Amendment (FY 21-22)
H3S – Children, Family & Community Connections Division

<u>Local Subrecipient Agreement Number: 8642</u>	<u>Board Order Number: 091020</u>
<u>Department/Division: H3S-CFCC</u>	<u>Amendment No. 4</u>
<u>Local Subrecipient: Northwest 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 funding to support Student Resource Coordination programming services for July 1, 2021 through June 30, 2022. Student Resource Coordinator provides pre-assessment and referral to relevant resources, services, and assistance navigating healthcare, education and judicial systems to drug and alcohol affected youth and their families living in Clackamas County.

Maximum compensation is increased by \$60,000 for a revised maximum of \$330,950. 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:

4. Grant Funds. COUNTY's funding for this Agreement is Clackamas County Behavioral Health Fund Balance and Children, Family & Community Connections Fund Balance.

The maximum, not to exceed, grant amount that the COUNTY will pay is \$270,950.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

TO READ:

4. Grant Funds. COUNTY's funding for this ***Amendment*** is ***Clackamas County Behavioral Health (\$40,000) and Children, Family & Community Connections County General Fund (\$20,000)***.

The maximum, not to exceed, grant amount that the COUNTY will pay is ***\$330,950***.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit C-1: Financial Report and Reimbursement Request and Exhibit A-2: Performance Reporting Schedule and Work Plan Quarterly Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

AMEND:

10. General Agreement Provisions.

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

3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$2,000,000 combined single limit per occurrence for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy.

TO READ:

3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT shall obtain and furnish COUNTY evidence of Professional Liability Insurance in the amount of not less than \$2,000,000 combined single limit per occurrence for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, elected officials and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this Agreement. COUNTY, at its option, may require a complete copy of the above policy. ***Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate***

REPLACE:

Exhibit A-2: Northwest Family Services – Student Resource Coordination Work Plan Quarterly Report for July 1, 2021 – June 30, 2022

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

Provider: Northwest Family Services
Activity: Student Resource Coordination
Contact: Michele Bradfute/Jenna Napier
Contract Period: July 1, 2021-June 30, 2022

Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jul-Sep21	Oct-Dec21	Jan-Mar22	Apr-Jun22
By June 30, 2022, provide pre-engagement and referral to relevant resources and services and assistance navigating healthcare, education, judicial systems, etc. for a minimum of 120 drug/alcohol affected youth and their families.	85% of participating youth and their families will be connected to relevant services and resources, and assistance navigating systems including, but not limited to health/mental health care, education, judicial, etc. and prosocial activities <i>**Measured by client feedback survey responses (successful connection to service/activity, satisfaction with service/needs were met)</i>	# youth met with (met with prior to assessment)**				
		# youth connected (referred/scheduled for assessment)**				
		# families served (communicated/met with)				
		# families connected (referred)				
By June 30, 2022, provide standard D&A assessment and UA to a minimum of 90 youth suspected of drug/alcohol use. Provide 0.5-1.0 outpatient treatment or referral to higher level treatment to a minimum of 80 youth identified as using drugs/alcohol.	85% of youth will demonstrate reduction in 30-day use. <i>**Measured by random UA and program data</i> 85% of youth will demonstrate improved attendance. <i>**Measured by Synergy or other school data collection system</i> 85% of youth will be connected to additional resources or supports or prosocial activities, as deemed appropriate.	# youth assessed				
		# youth receiving UA				
		# youth receiving ASAM .5-1.0 outpatient treatment				
		# youth referred to higher level of treatment				
		# youth receiving treatment that reduced 30 day use				
		# youth receiving treatment that improved attendance over 12 weeks				

	<i>**Measured by program records and youth survey responses</i>	# youth receiving treatment that participate in prosocial activities and are connected to additional resources/supports (referred)				
By June 30, 2022, provide support and referral to resources to a minimum of 40 parents of youth served.	85% of parents of youth served will be referred to a minimum of 3 additional resources and/or supports	# parents served (communicated/met with)				
		# parents connected to 3 additional supports/resources (referred)				

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

1. SUBRECIPIENT must submit a **monthly** Performance Report (Exhibit C-2), to the Clackamas County Program Manager, no later than the **15th** day of the following month. It should accompany the Fiscal Report and Reimbursement Request. Included in the report will be the following metrics:
 - (a) Number of at-risk families and children served
 - (b) Number and type of activities conducted during the month

2. SUBRECIPIENT must 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 SRC Work Plan Quarterly Reporting document template (see Exhibit A–2). The Final Performance Report should be submitted no later than **July 15, 2022**.

3. In addition to the Quarterly Performance Reports, SUBRECIPIENT must notify Clackamas County Program Manager of developments that have a significant impact on the grant supported activities. SUBRECIPIENT 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 B: Northwest Family Services – SRC Budget July 1, 2021-June 30, 2022

WITH:

EXHIBIT B: BUDGET					
Organization: Northwest Family Services					
Funded Program Name: Student Resource Coordination			Contract 8642		
Program Contact: Rose Fuller rf Fuller@nwfs.org			Amend 4		
Agreement Term: July 1, 2021-June 30, 2022					
Approved Award Budget Categories	Approved Budget A4 (July 1, 2021-June 30, 2022)		Total Award Amount	Match	
Personnel (List salary, FTE & Fringe costs for each position)					
Student Resource Coordinator/CADC (.8 FTE @ \$45,500)	\$ 36,400.00		\$ 36,400.00	<i>No match is required on this award</i>	
Supervision (\$68,000 x .10 FTE)	\$ 6,800.00		\$ 6,800.00		
Clinical/Medical Supervision	\$ 1,200.00		\$ 1,200.00		
Fringe/Tax @ .24	\$ 10,656.00		\$ 10,656.00		
Total Personnel Services	\$ 55,056.00		\$ 55,056.00		
Program					
Materials/Supplies	\$ 500.00		\$ 500.00		
UAs (~40 youth/year x 1@\$12.2)	\$ 488.00		\$ 488.00		
Monthly phone (\$20x 12)	\$ 240.00		\$ 240.00		
Travel					
Mileage	\$ 1,000.00		\$ 1,000.00		
Travel/Training/Conference	\$ 250.00		\$ 250.00		
Additional (please specify)					
Client assistance & engagement incentives (bus tickets, etc.)	\$ -		\$ -		
Total Programmatic Costs	\$ 2,478.00		\$ 2,478.00		
Administration (accounting, audit, IT, Insurance, facilities, etc.)					
	\$ 2,466.00		\$ 2,466.00		
Total Grant Costs	\$ 60,000.00		\$ 60,000.00		

REPLACE:

Exhibit C-1: Northwest Family Services – SRC Financial Report and Reimbursement Request

WITH:

EXHIBIT C-1: FINANCIAL REPORT AND REIMBURSEMENT REQUEST				
Organization: Northwest Family Services		Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including: 1. Request for Reimbursement with an authorized signature 2. General Ledger backup to support the requested amount 3. Monthly Activity Report 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).		
Funded Program Name: Student Resource Coordination				
Program Contact: Rose Fuller rfuller@nwfs.org				
Agreement Term: July 1, 2021 - June 30, 2022				
Claim Period				
Contract #8642 Amend 4				
Approved Award Budget Categories	Approved Budget 7/1/21-6/30/22	MONTHLY EXPENDITURE	PREVIOUSLY REQUESTED	BALANCE REMAINING
Personnel (List salary, FTE & Fringe costs for each position)				
Student Resource Coordinator/CADC (.8 FTE @ \$45,500)	\$ 36,400.00	\$ -	\$ -	\$ 36,400.00
Supervision (\$68,000 x .10 FTE)	\$ 6,800.00	\$ -	\$ -	\$ 6,800.00
Clinical/Medical Supervision	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00
Fringe/Tax @ .24	\$ 10,656.00	\$ -	\$ -	\$ 10,656.00
Total Personnel Services	\$ 55,056.00	\$ -	\$ -	\$ 55,056.00
Program				
Materials/Supplies	\$ 500.00	\$ -	\$ -	\$ 500.00
UAs (~40 youth/year x 1@\$12.2)	\$ 488.00	\$ -	\$ -	\$ 488.00
Monthly phone (\$20x 12)	\$ 240.00	\$ -	\$ -	\$ 240.00
Travel				
Mileage	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Travel/Training/Conference	\$ 250.00	\$ -	\$ -	\$ 250.00
Additional (please specify)				
Client assistance & engagement incentives (bus tickets, etc.)	\$ -	\$ -	\$ -	\$ -
Total Programmatic Costs	\$ 2,478.00	\$ -	\$ -	\$ 2,478.00
Administration (accounting, audit, IT, Insurance, facilities, etc.)	\$ 2,466.00	\$ -	\$ -	\$ 2,466.00
Total Grant Costs	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00
Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of the AGENCY that are pertinent to this Agreement.				
CERTIFICATION				
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of this award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).				

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

AGENCY

Northwest Family Services
6200 SE King Rd
Portland, OR 97222

By: Rose Fuller
Rose Fuller, Executive Director

Date: 5/27/2021

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
Health, Housing and Human Services

Date: _____

August 12, 2021

Board of County Commissioners
Clackamas County

Dear Board of County Commissioners:

Approval of Intergovernmental Agreement with Oregon Department of
Transportation Rail and Public Transit Division for HB2017 State Transportation
Improvement Fund Discretionary Program Funds
for an Integrated Website for all Clackamas County Transit Providers.

Purpose/Outcomes	The purpose of this grant is to fund an integrated website for the small transit providers of Clackamas County to simplify the riding experience for customers travelling between multiple transportation providers, and to gain travel trend information for reporting and planning purposes
Dollar Amount and Fiscal Impact	The maximum grant award is \$145,000. Funded through the Oregon Department of Transportation
Funding Source	HB2017 State Transportation Improvement Fund (STIF) Discretionary Funds. The match rate is 20% (\$29,000) and will be split between the 5 transit providers in Clackamas County. Social Services BETC funds will be used for Clackamas County's part. County general funds are not involved.
Duration	July 1, 2021 to June 30, 2023
Previous Board Action	None
Strategic Plan Alignment	1. This aligns with the Social Service Division's strategic priority to provide services that allow individuals and families to remain in their own homes and communities. 2. This funding aligns with the County's strategic priority to ensure safe, healthy and secure communities.
Counsel Review	7/19/21 - AN
Contact Person	Brenda Durbin, Director – Social Services Division – (503) 655-8641
Contract No.	H3S #10278

BACKGROUND:

The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval to apply for HB2017 State Transportation Improvement Fund Discretionary Program Funds from the Oregon Department of Transportation for implementation of an integrated website to simplify the riding experience for customers travelling between multiple transportation providers in Clackamas County. Partners for this project include Canby Area Transit (CAT), Clackamas County (Mt Hood Express), Sandy Area Metro Transit (SAM), South Metro Area Regional Transit (SMART), and the South Clackamas Transportation District (SCTD).

The partners are interested in an integrated website that meets criteria to include simple and convenient customer experience, seamless trip planning between providers, flexible and scalable platform that is readily accessible from multiple locations, and provide a platform to further expand the integrated fare project schedule to be completed this fiscal year.

The HB 2017 State Transportation Improvement Fund Discretionary grant is for \$116,000. The match requirement of \$29,000 will be paid equally by the five partner organizations. Social Services' share will be paid by dedicated transportation fund balance (BETC funds). No County General Funds are involved.

RECOMMENDATION:

Staff recommend recommends the approval of this agreement, and that the H3S Director; or their designee, be authorized to sign all documents necessary to accomplish this action on behalf of the Board of Commissioners.

Respectfully submitted

Mary

Rumbaugh

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

Digitally signed by Mary
Rumbaugh
Date: 2021.07.26 08:28:31
-07'00'

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 10278	Division: SS	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Christopherson, Teresa	<input checked="" type="checkbox"/> Revenue
	Program Contact: Babcock, Kristina	<input type="checkbox"/> Amend # \$
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** _____

CONTRACT WITH: 21-23 ODOT Rail and Public Transit Division STIF Discretionary (#35064)

CONTRACT AMOUNT: \$116,000.00

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 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 checked="" type="checkbox"/> Upon Signature _____ - 06/30/2023	<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: Monday, July 19, 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 ODOT Rail and Public Transit Division STIF Discr

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: _____

PURPOSE OF

CONTRACT/AGREEMENT: The Social Services Division (SSD) of the Health, Housing and Human Services Department requests approval to apply for HB2017 State Transportation Improvement Fund Discretionary Program Funds from the Oregon Department of Transportation for implementation of an integrated website to simplify the riding experience for customers travelling between multiple transportation providers in Clackamas County. Partners for this project include Canby Area Transit (CAT), Clackamas County (Mt Hood Express), Sandy Area Metro Transit (SAM), South Metro Area Regional Transit (SMART), and the South Clackamas Transportation District (SCTD).

H3S CONTRACT NUMBER: 10278

PUBLIC TRANSPORTATION DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

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

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2021** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds under this Agreement shall be available for Project Costs incurred on or before **June 30, 2023** (the "Expiration Date"). No Grant Funds are available for any expenditures after the Expiration Date. State's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

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

Exhibit E: Information required by 2 CFR 200.332(a), may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>, Oregon Public Transit Information System (OPTIS), as the information becomes available

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

3. **Project Cost; Grant Funds; Match.** The total project cost is estimated at **\$145,000.00**. In accordance with the terms and conditions of this Agreement, State shall provide Recipient an amount not to exceed **\$116,000.00** (the "Grant Funds") for eligible costs described in Section 6.a. hereof. Recipient shall provide matching funds for all Project Costs as described in Exhibit A. Recipient will be responsible for all Project Costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.a hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be

necessary to comply with federal or state reporting requirements.

6. Disbursement and Recovery of Grant Funds.

- a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.
- b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement including, without limitation, Exhibit D and the requirements incorporated by reference in Exhibit D.
 - iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
 - iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- c. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
 - ii. **Recovery of Funds upon Termination.** If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

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

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient

of this Agreement.

- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded from this federally-assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

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

8. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the Grant Funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the Grant Funds were expended.
- d. **Audit Requirements.**
 - i. Recipients receiving federal funds in excess of \$750,000 are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Recipient, if subject to this requirement, shall at Recipient's own expense submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDReporting@odot.state.or.us, a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

- ii. Recipient shall indemnify, save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This Section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. Recipient shall review the *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, available on the FTA website: www.fta.dot.gov/grants/13054_6037.html
- c. **Subagreement indemnity; insurance**
 - i. ***Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.***
 - ii. **Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to**

pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.

- iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance requirements provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code and rules, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements including:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;
 - ii. All procurement transactions are conducted in a manner providing full and open competition;
 - iii. Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - iv. Construction, architectural and engineering procurements are based on Brooks Act procedures unless the procurement is subject to ORS 279C.100 to 279C.125.
- e. **Additional requirements**
 - i. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service" when purchasing vehicles under this Agreement. If non-accessible vehicles, as defined by the Americans with Disabilities Act, are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
 - ii. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with ODOT requirements. This review ensures compliance to bid specifications including, but not limited to, FTA requirements, State requirements, and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include assurance that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from State. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's request for final payment.
 - iii. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
 - iv. Recipient shall submit an annual vehicle inspection report to State for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports covering required areas of inspection shall be submitted on forms provided by State.
 - v. All drivers of vehicles purchased with FTA funds under this Agreement must complete a standard defensive driving course before operating an FTA-funded vehicle, and are advised to complete a standard defensive driving course before

operating a State-funded vehicle.

- vi. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and to provide the plans to State upon request.
 - vii. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement. Such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transportation Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transportation Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transportation Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transportation Division, were shown as the first security interest holder.
 - viii. Recipient shall bear the cost of insuring assets purchased under this Agreement.
 - ix. Recipient shall file a restrictive covenant with the property deed for all construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the statement of work associated with this Agreement.
 - x. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.
- f. **Conflict of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. Termination

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

approval of State.

- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
 - i. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 - ii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- b. **Contribution.**
 - i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
 - ii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
 - iii. Except as otherwise provided in Paragraph 11.c below, with respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines

or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

c. Indemnification.

- i. Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement:
- ii. Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement.

Sections 11.b and 11.c shall survive termination of this Agreement.

d. Recovery of Misexpended Funds and Unexpended Funds.

e. Insurance. Recipient shall meet the insurance requirements within Exhibit C.

f. Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

g. Responsibility for Grant Funds. Any recipient of Grant Funds, pursuant to this Agreement with State, shall assume sole liability for that recipient's breach of the conditions of this Agreement, and shall, upon recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of Grant Funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

h. Duplicate Payment. Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

i. No Third Party Beneficiaries. State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

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

j. Notices. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this subsection. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to

State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- k. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.
- l. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient, including without limitation as described in Exhibit D. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- m. **Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- n. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- o. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- p. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- q. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- r. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c.,

8 and 11.

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

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

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

SIGNATURE PAGE TO FOLLOW

Clackamas County, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

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

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.state.or.us

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
Karyn Criswell
Public Transportation Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____ Valerie Egon

Date _____ 07/06/2021

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

N/A

EXHIBIT A

Project Description and Budget

Project Description/Statement of Work

Project Title: 5311 Clackamas County 35064				
<i>Integrated Website for Clackamas County Small Transit Providers.</i>				
Item #1: General Development/Comprehensive Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$145,000.00	\$116,000.00	\$29,000.00	Local
Sub Total	\$145,000.00	\$116,000.00	\$29,000.00	
Grand Total	\$145,000.00	\$116,000.00	\$29,000.00	

1. PROJECT DESCRIPTION

This Agreement funds a planning project to develop an integrated website with trip planning capabilities that will serve customers traveling between multiple transportation service providers. Partners for this project include Canby Area Transit, Clackamas County, Sandy Area Metro Transit, South Metro Area Regional Transit, and the South Clackamas Transit District. Program reimbursements under this project shall not exceed \$116,000.

2. PROJECT DELIVERABLES, TASKS and SCHEDULE

This project will deliver an integrated website that shows the schedules, routes, and fares for each transit provider and allows a single platform for Fare purchase. The website will have the following features:

- *Trip planning platform that will allow a rider to plan their entire trip, including transfers between providers*
- *Scheduling software platform that will help providers optimize resources and align with the other small transit providers in Clackamas County*
- *Platforms will be flexible and scalable, allowing expansion of the system to other transit providers outside of Clackamas County, as well as the potential to add other transportation services*

Recipient, in coordination with its regional transit coordinator, will produce a work plan guiding the delivery of this project.

Recipient plans to use a Contractor to implement the project. Recipient, in coordination with its regional transit coordinator, will publish an RFP and select a contractor through a competitive RFP process that complies with federal, state, and local procurement laws.

Estimated completion date: All project tasks must be completed prior to the expiration date of this Agreement on June 30, 2023.

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

3. PROJECT ACCOUNTING and MATCHING FUNDING

Sources of funding that may be used as Recipient's matching funds for this Agreement include local funds; Statewide Transportation Improvement Formula Funds; Special Transportation Formula Funds; service contract revenue, advertisement and other earned income; cash

donations; and verifiable in-kind contributions integral to the project budget. In-kind contributions claimed as matching funding must be reported to State. Recipient may not use passenger fares as matching funding.

4. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all products, services, and vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a summary of the work performed to date pursuant to this Agreement in each agency periodic report. Photographs of the planning process are encouraged to memorialize the achievement of project deliverables, if applicable. Recipient will submit a draft or final plan, as appropriate, before final payment will be made by State.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Recipient shall identify the actions taken towards completing planning deliverables, including, but not limited to, identifying partners and other stakeholders consulted for the project and description of feasibility studies or other studies completed in the course of meeting project objectives.

Expenditures

Expenditures of funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

EXHIBIT B
FINANCIAL INFORMATION

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

This Agreement is financed by the funding source indicated below:

Federal Program 49 U.S.C. 5311	Federal Funding Agency U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	CFDA Number 20.509 (5311)	Total Federal Funding \$116,000.00
------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------	-----------------------------------------------------

Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179

EXHIBIT C

Insurance Requirements

Subagreement Insurance Requirements

GENERAL.

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

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

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

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **The Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

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

Recipient Insurance Requirements

GENERAL.

Recipient shall: i) obtain at the Recipient's expense the insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under this Agreement commences, and ii) maintain the insurance in full force and at its own expense throughout the duration of this Agreement. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Coverage shall be primary and non-contributory with any other insurance and self-insurance with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insurance retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and to provide updated requirements as mutually agreed upon by Recipient and State.

TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employers liability insurance with coverage limits of not less than \$500,000 must be included.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

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

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

NOTICE OF CANCELLATION OR CHANGE.

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

CERTIFICATE(S) OF INSURANCE.

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

STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

EXHIBIT D

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

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

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

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

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

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

funds have been used to support lobbying activities in connection with the Project, Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.