

January 28, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval to Accept Oregon Dept of Education Grant Amendment 1 for
Coordinated Enrollment for Preschool Promise

Purpose/Outcomes	Approval to accept grant award Amendment from the State of Oregon through its Department of Education to expand coordinated enrollment activities to K-12 and Early Intervention/Early Childhood Special Education Programs. The goal is to create a collaborative and coordinated enrollment process for Clackamas County families who are eligible for publicly funding Early Care and Education Services, in addition to Preschool Promise.
Dollar Amount and Fiscal Impact	Grant Amendment increases award by \$170,500 for a total award amount of \$193,500. No County General Funds involved no match required.
Funding Source	State of Oregon through its Department of Education, Early Learning Division Grant no. 13320 Preschool Development Grant (\$23,000) Student Success Act Preschool Capacity Fund (\$155,208.52) State General Fund (\$15,291.48)
Duration	Effective July 1, 2020 – June 30, 2021
Previous Board Action	010721
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities.
Counsel Review	This Grant Award has been reviewed and approved by County Counsel on December 23, 2020, 2020:KR
Procurement Review	Was the item processed through Procurement? No Grant Award amendment
Contact Person	Adam Freer 971-533-4929
Contract No.	9993

BACKGROUND:

The Children, Family and Community Connections Division of the Health, Housing, and Human Services Department requests the approval to accept State of Oregon Grant amendment to expand coordinated enrollment activities and to create a collaborative and coordinated enrollment process for Clackamas County families who are eligible for publicly funded Early Care and Education Services, in addition to Preschool Promise.

Preschool Promise, Head Start/Oregon Pre-Kindergarten and K-12 preschools in Clackamas County, along with the Early Learning HUB of Clackamas County are committed to working together to support high-quality early learning in the HUB Region (Clackamas County). The goal is to engage in regional coordination of publicly funded preschool, maximize resources to provide high-quality preschool to the greatest number of children in the region and prepare all children for success in kindergarten. Clackamas County HUB will support and manage coordinated enrollment for the region.

RECOMMENDATION:

Staff recommends Board approval of award and authorization for Richard Swift, H3S Director to sign the agreement and future amendments to the Agreement on behalf of Clackamas County.

Respectfully submitted,

Joelney A. Cook, H3S Deputy/For

Richard Swift, Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9993	Division: CFCC	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Radford, Stephanie	<input checked="" type="checkbox"/> Revenue
	Program Contact: Freer, Adam	<input checked="" type="checkbox"/> Amend # 1 \$ \$170,500.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, January 21, 2021

CONTRACT WITH: State of Oregon, Dept of Education

CONTRACT AMOUNT: \$193,500.00

TYPE OF CONTRACT

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

DATE RANGE

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

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived
If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived
If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived
If no, explain why: _____

Approved by Risk Mgr _____
Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Wednesday, December 23, 2020

OR

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

SIGNATURE OF DIVISION REPRESENTATIVE: Adam Freer

Date: 1.4.21

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

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number _____

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: State of Oregon, Dept of Education

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 1/21/2021

PURPOSE OF

CONTRACT/AGREEMENT: Clackamas County Early Learning HUB will implment and manage Coordinated Enrollment for Preschool Promise. Coordinated Enrollment will focus on enrolling children into the Early Learning Division's Preschool Promise program in Clackamas County. The goal is to engate in regional coordination of publicly funded preschool, maximize resources to provide high-quality preschool to the greatest number of children in the region and prepare all children for success in kindergarten.

This Amendment adds funding and extends the end date to expand coordinated enrollment activities to K-12 and Early Intervention/Early Childhood Special Education programs. The primary goal of this Amendment is to create a collaborative and coordinated enrollment process for families who are eligible for publicly funded Early Care and Education Services, in addition to Preschool Promise.

H3S CONTRACT NUMBER: 9993

Amendment No. 1 to Grant No. 13320

This is Amendment No. 1 to Grant No. 13320, effective July 1, 2020 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Department of Education (“Agency”) and Clackamas County (“Grantee”). This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

The purpose of this Amendment is to add funding to expand coordinated enrollment activities to K-12 and Early Intervention/ Early Childhood Special Education (“EI/ECSE”) programs.

The primary goal of this Amendment is to create a collaborative and coordinated enrollment process for families who are eligible for publicly funded Early Care and Education Services, in addition to Preschool Promise.

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 3 of the Grant is amended as follows:

SECTION 3: EFFECTIVE DATE AND DURATION

When all Parties have executed this Grant, and all necessary approvals have been obtained (“Executed Date”), this Grant is effective and has a Grant funding start date as of July 1, 2020 (“Effective Date”), and, unless extended or terminated earlier in accordance with its terms, will expire on ~~December 30, 2020~~ **June 30, 2021**.

2. Section 4.1 of the Grant is amended as follows:

4.1 Agency’s Grant Manager is:

~~Teresa Waite~~
~~700 Summer Street NE, Suite 350, Salem, OR~~
~~97301~~
~~Phone: 503-934-1891~~
~~teresa.n.waite@state.or.us~~

Anne Morrison
700 Summer Street NE, Suite 350
Salem, OR 97301
Phone: 971-701-1447
Anne.Morrison@state.or.us

3. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

6.1 In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$23,000.00~~ **\$193,500.00** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its federal Preschool Development Grant (**“PDG Funds”**), **the Student Success Act Preschool Development Capacity Fund (“SSA Funds”)**, and **the General Fund (collectively the “Funding Source,” subject to the limitations in Section 6.2)**.

6.2 Grant Funds are available to Grantee for specific time periods as follows:

<u>Funding Source</u>	<u>Period</u>	<u>Amount</u>
<u>PDG Funds</u>	<u>July 1, 2020 – December 30, 2020</u>	<u>\$23,000.00</u>
<u>SSA Funds</u>	<u>July 1, 2020 – June 30, 2021</u>	<u>\$155,208.52</u>
<u>General Fund</u>	<u>July 1, 2020 – June 30, 2021</u>	<u>\$15,291.48</u>
Total Not-to-Exceed Amount:		\$193,500.00

4. Additional definitions are hereby added to Section II of Exhibit A of the Grant:

Early Intervention/ Early Childhood Special Education (“EI/ECSE”) program means services for children age 0-5 with disabilities.

K-12 program means a school district or elementary school that is offering preschool or that may participate in kindergarten transition activities.

Publicly Funded Preschool programs include EI/ECSE and K-12 programs.

5. Section III, Parts A, B, C(1) and C(2) of Exhibit A of the Grant (PROJECT ACTIVITIES AND BUDGET) are amended to expand all activities to include K-12 and EI/ECSE programs. All instances of “Preschool Promise” in Section III, Parts B, C(1) and C(2) of Exhibit A of the Grant are hereby amended to say “Preschool Promise and EI/ECSE and K-12 programs”.

6. Section V of Exhibit A of the Grant is amended as follows:

SECTION V. PROJECT EVALUATION/REPORTING REQUIREMENTS

If the Performance Period begins prior to the Executed Date, any reports for Project activities shown in this Exhibit A as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

Grantee must submit the reports described in the table below to Agency using the tool(s) provided by the Agency.

Reporting Requirements	Reporting Period	Due Date
Progress report using an ELD-provided template	Monthly	By the 15 th of each month for the preceding month
Budget Report using an Agency-provided template	Duration of Grant	August 15, 2020
<u>Budget Report that describes how Grantee intends to utilize SSA Funds and General Fund money using an ELD-provided template</u>	<u>Duration of Grant</u>	<u>January 15, 2021</u>
<u>Outreach and Recruitment Plan Report for ECE Services, including EI/ECSE and K-12 programs, using an ELD-provided template</u>	<u>Duration of Grant</u>	<u>March 1, 2021</u>

<u>Coordinated Enrollment Plan Report for ECE Services, including EI/ECSE and K-12 programs, using an ELD-provided template</u>	<u>Duration of Grant</u>	<u>June 1, 2021</u>
Expenditure Report using an ELD-provided template	Quarterly (Quarter 1 is April – June, 2020)	No later than 45 days after the end of each quarter <u>No later than 60 days after the end of each quarter beginning with Quarter 3 (October – December 2020)</u>

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Holley Oglesby, Contracting Officer

Date

Clackamas County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Joshua Nasbe via email on 12/22/2020

Date

January 21, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of amendment #2 to Intergovernmental Revenue Agreement with the State of Oregon, Department of Human Services (DHS), for the operation of the Supplemental Nutrition Assistance Program (SNAP) Employment & Training

Purpose/Outcome	State of Oregon Dept of Human Services is providing funding to Clackamas County to deliver services to assist Supplemental Nutrition Assistance Program (SNAP) participants to obtain employment services to assist them with obtaining and maintaining meaningful employment.
Dollar Amount and Fiscal Impact	Contract increase of \$57,600 for a new contract total of \$156,628.85 No County General Funds are involved.
Funding Source	State of Oregon – Dept of Human Services (DHS) No. 165175
Duration	Effective date January 1, 2021 and terminates on September 30, 2021
Previous Board Action/Review	Original contract was approved by the Board on Sept 10, 2020.
Strategic Plan Alignment	1. Provide customized employment services to individuals with barriers to employment, and business partners, so they can obtain and retain meaningful employment through a successful job placement. 2. Ensure safe, healthy and secure communities
Counsel Review	County Counsel has reviewed and approved this document. Date of counsel review: January 4, 2020, KR
Procurement Review	n/a
Contact Person	Adam Freer, 971-533-4929
Contract No.	H3S / CFCC 9840

BACKGROUND:

Children, Family & Community Connections (CFCC), a division of Health, Housing and Human Services Department requests the approval of amendment 2 to Intergovernmental Agreement 165175 with the State of Oregon, Department of Human Services to serve participants receiving Supplemental Nutrition Assistance Program (SNAP) benefits. Clientele will be referred to CFCC from various agencies, including Clackamas County Corrections, to receive the job search training, employment placement and retention services required to obtain and retain meaningful employment within the community.

This new agreement does not alter the services to be performed, only adds funding in the amount of \$57,600, for the time period of 1/1/21 to 9/30/21. Funding is specifically for participant support services, to assist with housing, utilities, child care, transportation, and other expenses to support the employment case plan.

RECOMMENDATION:

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

Respectfully submitted,

Deby Alcock, H3S deputy / for

Richard Swift, Director
Health, Housing & Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9840

Division: CFC

Subrecipient

Board Order #:

Contact: Vandecoevering, Scott

Revenue

Program Contact:

Amend # 2 \$ 57,600.00

Harvey, Jennifer

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date: Thursday, January 21, 2021

CONTRACT WITH: State of Oregon DHS SNAP

CONTRACT AMOUNT: \$156,628.85

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year

4 or 5 Year

Upon Signature - 9/30/2021

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: Kathleen Rastetter

Date Approved: Monday, January 4, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: 1/5/21

H3S Admin
Only

Date Received: _____

Date Signed: _____

Date Sent: _____

AGREEMENTS/CONTRACTS

New Agreement/Contract

X Amendment/Change Order Original Number _____

ORIGINATING COUNTY

**DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co**

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: State of Oregon DHS SNAP

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 1/21/2021

PURPOSE OF

CONTRACT/AGREEMENT: County shall deliver SNAP E&T (Employment & Training services, to assist Supplemental Nutrition Assistance Program (SNAP) participants to obtain training and employment services to assist them with obtaining and maintaining employment.

Add \$57,600 in additional revenue for participant support services.

HHS CONTRACT NUMBER: 9840



Agreement Number 165175

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number 2 to Agreement Number 165175 between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as "ODHS" and

Clackamas County

**Acting by and through its Department of Health, Housing and Human Services Children,
Family & Community Connections division
112 11th Street
Oregon City, OR 97045,
Attention: Jennifer Harvey
Telephone: 503-867-7500
E-mail address: jharvey@clackamas.us**

hereinafter referred to as "County."

1. Upon signature by all applicable parties, this Amendment shall be effective on the later of (a) January 1, 2021 or (b) the date this Amendment has been approved by ODHS, or when required, (c) the date this Amendment has been approved by the Department of Justice, regardless of the date the Amendment is actually signed by all other parties.
2. The Agreement is hereby amended as follows:
 - a. The parties acknowledge and agree that, effective August 7, 2020, all references to Department of Human Services shall mean Oregon Department of Human Services and all references to DHS shall mean ODHS.
 - b. Section 3. "Consideration," paragraph a. only, is amended as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.

The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is ~~\$156,628.85~~ ~~\$99,028.85~~. ODHS 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.

- c. **Exhibit A, Part 2, “Payment and Financial Reporting”, section 1. “Payment Provisions”, subsection a.** only, is amended as follows: Deleted language is ~~struck through~~, and new language is **underlined and bold**.
- a. County shall not submit payment requests for, and **ODHS** will not pay, any amount in excess of the maximum compensation amount set forth in Section 3. “Consideration” of this Agreement. Payments for Services shall not exceed the amount assigned to the Budget Categories and time periods specified below.
- (1) From October 1, 2020 through September 30, 2021:
 Total Budget \$99,028.85
Support Service Funds awarded January 1, 2021 through September 30, 2021
Support Service Funds: \$57,600.00
- (2) Any unused funding awarded in the FFY budget period cannot be allocated to a previous or subsequent FFY budget period.
3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement amendment, the County hereby certifies under penalty of perjury that:
- a. 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;
- b. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
- c. To the best of the undersigned’s knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- d. County and County’s employees and agents are not included on the list titled “Specially Designated Nationals” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;

- e. County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Nonprocurement Programs" found at: <https://www.sam.gov/portal/public/SAM/>;
- f. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- g. County Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County is required to provide ODHS with the new FEIN within 10 days.

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County Acting by and through its Department of Health, Housing and Human Services Children, Family & Community Connections division
By:

Authorized Signature	Printed Name
Title	Date

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

Authorized Signature	Printed Name
Title	Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General	12/31/2020
Department of Justice	Date

January 28, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Revenue Grant Amendment 1 with
Oregon Department of Education, Early Learning Division for Healthy Families Oregon

Purpose/Outcome	Healthy Families programming includes screening and home visiting services to high risk families initiated prenatally and at the time of birth through the child's third birthday to promote healthy child development and reduce the risk of child abuse and neglect. This amendment provides funding from the Student Success Act to allow pass-through funds for Healthy Families sub-recipient to hire additional staff in order to serve more families.
Dollar Amount and Fiscal Impact	Grant Amendment 1 increases award by \$91,823 for a total award amount of \$1,792,540.58 No County General Fund involved and no match required.
Funding Source	State of Oregon, Department of Education Early Learning Division Grant Agreement #12573 State of Oregon General Fund (\$1,346,757.58) Title IV-B2 Catalog of Federal Award No. 93.556 (\$169,960) Title XIX Catalog of Federal Award No.93.778 (\$184,000) Student Success Act (\$91,823)
Duration	Effective date July 1, 2020 and terminates on September 30, 2021
Previous Board Action/Review	020620
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe 2. Ensure safe, healthy and secure communities
Counsel Review	This Grant Award has been reviewed and approved by County Counsel on December 23, 2020: KR
Procurement Review	Was the item processed through Procurement? No Grant Award
Contact Person	Adam Freer 971-533-4929
Contract No.	H3S9597

BACKGROUND:

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests the approval of Revenue Grant Amendment 1 for Healthy Families Oregon (HFO) services. HFO is an evidence-based, voluntary, home visiting program nationally accredited by Health Families America. HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

This Grant Amendment adds \$91,823 for a total award of \$1,792,540.58.

Healthy Families. Strong Communities.

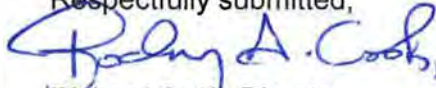
2051 Kaen Road, Oregon City, OR 97045 • Phone (503) 650-5697 • Fax (503) 655-8677

www.clackamas.us

RECOMMENDATION:

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

Respectfully submitted,

 Rodney A. Cook, H3S deputy / for

Richard Swift, Director
Health, Housing & Human Services

AGREEMENTS/CONTRACTS

New Agreement/Contract

Amendment/Change Order Original Number

ORIGINATING COUNTY

DEPARTMENT: Health, Housing Human Services
Children, Family & Community Co

PURCHASING FOR: Contracted Services

OTHER PARTY TO

CONTRACT/AGREEMENT: State of Oregon - Dept of Education, ELD Division

BOARD AGENDA ITEM

NUMBER/DATE: _____

DATE: 1/21/2021

PURPOSE OF

CONTRACT/AGREEMENT: Healthy Families Oregon (HFO) is an evidence-based, voluntary, home visiting program nationally accredited by Healthy Families America. HFO contributes to the economic prosperity of Oregon by preventing child abuse and neglect, promoting healthy child development, improving family self-sufficiency, and helping parents prepare their children for kindergarten.

Amend 1 from Oregon Early Learning Division provides funding from the Student Success Act to allow apss-through funds for Healthy Families sub-recipient to hire additional staff in order to serve more families.

H3S CONTRACT NUMBER: 9597

Amendment No. 1 to Grant No. 12573

This is Amendment No. 1 to Grant No. 12573, effective October 1, 2019 (as amended from time to time, the “Grant”), between the State of Oregon, acting by and through its Department of Education (“Agency”) and Clackamas County (“Grantee”). This Amendment is effective on the date signed by all Parties and upon receipt of all approvals necessary for signing (“Amendment Effective Date”).

RECITALS

The purpose of this Amendment is to:

- Remove some of the reporting requirements associated with equity reports. Grantee required Agency-provided information to complete these reports; Agency was not able to provide the needed information due to COVID-19; and
- Provide funding from the Student Success Act (2019) to allow Grantee to hire additional staff in order to serve more families as described in Grantee’s application submitted in response to Agency’s Request for Applications dated September 22, 2020. Grantee’s application is incorporated by reference.

The Grant is amended as follows (new language is indicated by **underlining and bold** and deleted language is indicated by ~~strikethrough~~):

1. Section 6 of the Grant is amended as follows:

SECTION 6: GRANT FUNDS

In accordance with the terms and conditions of this Grant, Agency will provide Grantee up to ~~\$1,700,717.58~~ **\$1,792,540.58** (“Grant Funds”) for the Project. Agency will pay the Grant Funds from monies available through its General Fund and Other Funds appropriations and with federal funds provided to Agency under the Title IV-B2 of the federal Social Security Act for promoting safe and stable families as set forth below (“Funding Source”):

Source	10/1/2019 - 6/30/2021	<u>7/1/2020 - 6/30/2021</u>	7/1/2021 - 9/30/2021	Total
General Fund/ Other Funds for HFO Services	\$1,178,412.88		\$168,344.70	\$1,346,757.58
Federal Title IV-B2 for Family Support	\$148,715.00		\$21,245.00	\$169,960.00
Medicaid pass-through funding from Oregon Health Authority	\$161,000.00		\$23,000.00	\$184,000.00
<u>Student Success Act</u>		<u>\$91,823.00</u>		<u>\$91,823.00</u>
Grand Total	\$1,488,127.88	<u>\$91,823.00</u>	\$212,589.70	\$1,700,717.58 <u>\$1,792,540.58</u>

2. Exhibit A, Section III, part 5. of the Grant is amended as follows:

5. EQUITY ACTIVITIES. Grantee must use the equity goals in its Program Goal Plan to create an equity work plan outlining the equity domains to be addressed and demonstrating how the demographic analysis from the previous grant period informs the equity of the Project activities under this Agreement. In addition, Grantee must:

- a. Ensure that all staff providing services to historically underserved populations complete equity training approved by the Agency and submit training certificates or other documentation to Agency evidencing that the training was completed.
- ~~b. Complete a demographic analysis comparing population demographics of the Service Delivery Area with the actual population served over the Grant period using the information provided by the Agency and submit to the Agency an annual written demographic analysis of the Service Delivery Area.~~
- ~~c. Using the information collected from the Grantee’s previously completed equity self assessment and demographic analysis, Grantee must identify any gaps in services currently available within the Grantee’s Service Delivery Area and submit a written work plan to the Agency addressing the gaps and the actions that Grantee proposes to take in order to fill any gaps in the services described in this Grant.~~

3. Exhibit A, Section IV, part a. of the Grant is amended as follows:

- a. Agency will disburse the Grant Funds using its Electronic Grants Management System (“EGMS”), on a cost incurred basis upon monthly or quarterly receipt of Grantee’s request for reimbursement. With each request for reimbursement, Grantee must submit an expenditure report via Smartsheet (or such other method as may be provided by notice from Agency) to Agency’s Grant Manager identified in Section 4. The Agency’s grant manager will provide the Grantee with an agency specific link to Smartsheet reporting.

Source	10/1/2019 – 6/30/2021	7/1/2020 – 6/30/2021	7/1/2021 – 9/30/2021	Total
General Fund/ Other Funds for HFO Services	\$1,178,412.88		\$168,344.70	\$1,346,757.58
Federal Title IV-B2 for Family Support	\$148,715.00		\$21,245.00	\$169,960.00
Medicaid pass- through funding from Oregon Health Authority	\$161,000.00		\$23,000.00	\$184,000.00
Student Success Act		\$91,823.00		\$91,823.00
Grand Total	\$1,488,127.88	\$91,823.00	\$212,589.70	\$1,700,717.58 \$1,792,540.58

4. Exhibit A, Section V, part e. of the Grant is amended as follows:

e. In addition, Grantee must submit the following reports by the due dates listed in the table below:

Reporting Requirements	Due Dates
<p>Healthy Families Oregon implementation reports:</p> <ol style="list-style-type: none"> 1. Completion of tasks outlined in the Quality Assurance (QA) Calendar. 2. Quarterly Program Outcomes report: Including at a minimum, caseload points for each Home Visitor, number of families served, number of new families enrolled, and staff Home Visit completion percentages. The Quarterly Outcomes report must be submitted before any request for funds is approved. 3. Program Expenditure report: Includes a breakdown of expenditures for the reporting time period 	<p>Reports are due to the Agency in accordance with the Quality Assurance (QA) Calendar. The QA Calendar can be found at https://oregonearlylearning.com/healthy-families-oregon</p> <p>30th day of the month following the end of each quarter</p> <p>Either monthly or quarterly by the 30th day of the following month</p>
<p>Equity reports:</p> <ol style="list-style-type: none"> 1. Equity Goals Report: Outlining the equity domains to be addressed and demonstrating how the demographic analysis from the previous contracting year informs the equity of the services provided under this Grant. 2. Evidence of equity training completion 3. Annual written demographic analysis of the service delivery area. 4. Equity goals and report on identified service gaps 	<p>March 31, 2020</p> <p>August 30, 2020 May 31, 2021</p> <p>September 30, 2020 and September 30, 2021</p> <p>September 30, 2020 and September 30, 2021</p>

Reporting Requirements	Due Dates
<p>Budgets:</p> <ol style="list-style-type: none"> 1. Final budget for approval by Agency 2. Budget update and narrative on Agency template. 	<p>October 25, 2019 August 31, 2020</p>
<p>Medicaid Administrative Claiming (MAC):</p> <ol style="list-style-type: none"> 1. Report on the use of Medicaid Administrative Claiming (Title XIX) funds disbursed to Grantee using Medicaid Reinvestment form, provided by Agency. Grantee must follow the fiscal guidelines (outlined in the PPPM) in spending MAC reimbursement funding. 	<p>August 31, 2020 and August 31, 2021</p>

If the Performance Period begins prior to the Executed Date of this Grant, any reports for Project activities shown above as due prior to the Executed Date must be provided to Agency within 30 days of the Executed Date, if not already provided to Agency despite the lack of an executed Grant. Grantee will not be in default for failure to perform any reporting requirements prior to the Executed Date.

Except as expressly amended above, all other terms and conditions of the Grant are still in full force and effect. Grantee certifies that the representations, warranties and certifications contained in the Grant are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Amendment.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AMENDMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Amendment electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Amendment, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

(The remainder of this page has been left intentionally blank. Signatures follow.)

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

STATE OF OREGON acting by and through its Department of Education

By: _____
Holley Oglesby, Contracting Officer

Date

Clackamas County

By: _____
Authorized Signature

Date

Printed Name

Title

Federal Tax ID Number

Approved for Legal Sufficiency in accordance with ORS 291.047

By: Cynthia Byrnes via email on 12/8/2020

Date

January 28, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment #14 to Intergovernmental Agreement #159159 with the State of Oregon, Acting by and through its Oregon Health Authority, for the operation and financing of Community Mental Health, Addiction Treatment, Recovery & Prevention Services, and Problem Gambling Programs

Purpose/Outcomes	This Agreement provides funding for the local administration and operation of behavioral health and addiction program services to residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment adds \$193,913.73 to the value of the Agreement. New agreement maximum value is \$13,988,283.48.
Funding Source	No County General Funds are involved. Funding provided by State of Oregon, Oregon Health Authority.
Duration	Effective upon signature and terminates on December 31, 2020.
Previous Board Action	Board reviewed and approved Amendment #12 on December 10, 2020, Agenda Item 121020-A3.
Counsel Review	Reviewed and approved January 4, 2021 (KR).
Procurement Review	Was this item processed through Procurement? No. This is a revenue agreement.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division 503-742-5305
Contract No.	9334

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests the approval of Amendment #14 to Intergovernmental Agreement #159159 with the State of Oregon, acting by and through its Oregon Health Authority for the financing and operation of Community Mental Health, Addiction Treatment, Recovery & Prevention Services and Problem Gambling Programs in Clackamas County. The Board of County Commissioners is the Local Mental Health Authority for Clackamas County that operates a Community Mental Health Program funding by this Agreement. The Behavioral Health Division ensures that the funds are administered according to the terms set forth by this Agreement to provide local administration, behavioral health and addiction services to Clackamas County.

This Amendment, providing \$193,913.73, is effective upon signature and terminates December 31, 2020. Funding is being adjusted to multiple services elements to balance out specific funds. The new maximum value of the Agreement is \$13,988,283.48.

RECOMMENDATION:

Staff recommends approval of this Amendment and authorization for Richard Swift to sign on behalf of the County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9334

Division: BH

Subrecipient

Board Order #:

Contact: Russell, Angela

Revenue

Amend # 14 \$ \$193,913.73

Program Contact:

Brink, Angela

Procurement Verified

Aggregate Total Verified

Non BCC Item BCC Agenda Date: _____

CONTRACT WITH: State of Oregon, OHA

CONTRACT AMOUNT: \$13,988,283.48

TYPE OF CONTRACT

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

DATE RANGE

- | | |
|---|--|
| <input type="checkbox"/> Full Fiscal Year _____ | <input type="checkbox"/> 4 or 5 Year _____ |
| <input type="checkbox"/> Upon Signature _____ | <input type="checkbox"/> Biennium _____ |
| <input type="checkbox"/> Other _____ | <input checked="" type="checkbox"/> Retroactive Request? 7/1/2019 - 12/31/2020 |

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability: Yes No, not applicable No, waived

If no, explain why: _____

Business Automobile Liability: Yes No, not applicable No, waived

If no, explain why: _____

Professional Liability: Yes No, not applicable No, waived

If no, explain why: _____

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Monday, January 4, 2021

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

H3S Admin
Only

Date Received: _____

Date Signed: _____

Date Sent: _____

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

**FOURTEENTH AMENDMENT TO
OREGON HEALTH AUTHORITY
2019-2021 INTERGOVERNMENTAL AGREEMENT FOR THE FINANCING OF
MENTAL HEALTH, ADDICTION TREATMENT, RECOVERY, & PREVENTION,
AND PROBLEM GAMBLING SERVICES AGREEMENT #159159**

This Fourteenth Amendment to Oregon Health Authority 2019-2021 Intergovernmental Agreement for the Financing of Community Mental Health, Addiction Treatment, Recovery, & Prevention, and Problem Gambling Services effective as of July 1, 2019 (as amended, the “Agreement”), is entered into, as of the date of the last signature hereto, by and between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and **Clackamas County** (“County”).

RECITALS

WHEREAS, OHA and County wish to modify the Financial Assistance Award set forth in Exhibit C of the Agreement.

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

AGREEMENT

1. The financial and service information in the Financial Assistance Award are hereby amended as described in Attachment 1 attached hereto and incorporated herein by this reference. Attachment 1 must be read in conjunction with the portion of Exhibit C of the Agreement that describes the effect of an amendment of the financial and service information.
2. Capitalized words and phrases used but not defined herein shall have the meanings ascribed thereto in the Agreement.
3. County represents and warrants to OHA that the representations and warranties of County set forth in section 4 of Exhibit F of the Agreement are true and correct on the date hereof with the same effect as if made on the date hereof.
4. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
5. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the dates set forth below their respective signatures.

6. Signatures.

Clackamas County

By:

Authorized Signature Printed Name Title Date

State of Oregon acting by and through its Oregon Health Authority

By:

Authorized Signature Printed Name Title Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature Printed Name Title Date

Approved for Legal Sufficiency:

Approved by Steven Marlowe, Senior Assistant Attorney General, Department of Justice, Tax and Finance Section, on April 30, 2019; e-mail in contract file.

OHA Program:

Approved by Sheryl Derting on December 21, 2020; e-mail in contract file.

ATTACHMENT 1

EXHIBIT C Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0247

CONTRACT#: 159159

CONTRACTOR: CLACKAMAS COUNTY

INPUT CHECKED BY: _____ DATE CHECKED: _____

SE#	FUND	PROJ CODE	CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#
FISCAL YEAR: 2019-2020													
		BCIVLM	RENTAL ASSISTANCE										
12	804	RNTAST		7/1/2019 - 6/30/2020	30 /SLT	\$0.00	-\$39,077.00	\$0.00	C	1	Y		1
					TOTAL FOR SE# 12		<u>-\$39,077.00</u>	<u>\$0.00</u>					
		BASE	NON-RESIDENTIAL MENT										
20	804	MHNRMH		7/1/2019 - 6/30/2020	0 /NA	\$0.00	\$319,833.82	\$0.00	A	1	Y		2
					TOTAL FOR SE# 20		<u>\$319,833.82</u>	<u>\$0.00</u>					
		BASE	COMMUNITY CRISIS SER										
25	301	CRISIS		7/1/2019 - 6/30/2020	0 /NA	\$0.00	\$1,489,311.00	\$0.00	A	1	N		3
		BASE	COMMUNITY CRISIS SER										
25	804	CRISIS		7/1/2019 - 6/30/2020	0 /NA	\$0.00	-\$1,489,311.00	\$0.00	A	1	N		3
					TOTAL FOR SE# 25		<u>\$0.00</u>	<u>\$0.00</u>					
					TOTAL FOR 2019-2020		<u>\$280,756.82</u>	<u>\$0.00</u>					
FISCAL YEAR: 2020-2021													
		BCIVLM	RENTAL ASSISTANCE										
12	804	RNTAST		7/1/2020 - 12/31/2020	30 /SLT	\$0.00	-\$203,760.00	\$0.00	C	1	Y		1
					TOTAL FOR SE# 12		<u>-\$203,760.00</u>	<u>\$0.00</u>					
		BASE	NON-RESIDENTIAL MENT										
20	804	MHNRMH		7/1/2020 - 12/31/2020	0 /NA	\$0.00	\$159,916.91	\$0.00	A	1	Y		2
					TOTAL FOR SE# 20		<u>\$159,916.91</u>	<u>\$0.00</u>					
		BASE	INVOICE SERVICES										
28	804	INVOIC		7/1/2020 - 12/31/2020	0 /NA	\$0.00	-\$43,000.00	\$0.00	C	1	Y		4
					TOTAL FOR SE# 28		<u>-\$43,000.00</u>	<u>\$0.00</u>					
					TOTAL FOR 2020-2021		<u>-\$86,843.09</u>	<u>\$0.00</u>					
					TOTAL FOR M0247 159159		<u>\$193,913.73</u>	<u>\$0.00</u>					

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: CLACKAMAS COUNTY
DATE: 12/16/2020

Contract#: 159159
REF#: 015

REASON FOR FAAA (for information only):

The Financial Assistance Agreement is for Mental Health Services within the 2019-2021 Legislatively Adopted Budget (LAB) for OHA. Enclosed funding changes are batched into one amendment and cover one or more of the following items in order to complete required amendments for the period July 1, 2019 - December 31, 2020: Residential Rate Increase; CCBHC Reduction; Part C Invoicable funding reductions; funding movement to balance out specific funds, including Tobacco Tax, Other fund carryover, and the Mental Health Block Grant.

The Financial Assistance Agreement is for Mental Health Services within the 2019-2021 Legislatively Adopted Budget (LAB) for OHA. Enclosed funding changes are batched into one amendment and cover one or more of the following items in order to complete required amendments for the period July 1, 2019 - December 31, 2020: Residential Rate Increase; CCBHC Reduction; Part C Invoicable funding reductions; funding movement to balance out specific funds, including Tobacco Tax, Other fund carryover, and the Mental Health Block Grant.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0247 1 These funds are for MHS 12 Services Part C reduction from July 1, 2019 to December 31, 2020.
- M0247 1 These funds are for MHS 12 Services Part C reduction from July 1, 2019 to December 31, 2020.
- M0247 2 These funds are for MHS 20 Services Residential Rate Increase from July 1, 2019 to December 31, 2020.
- M0247 2 These funds are for MHS 20 Services Residential Rate Increase from July 1, 2019 to December 31, 2020.
- M0247 3 These funds are for MHS 25 Services to move from Fund 804 to Fund 301.
- M0247 3 These funds are for MHS 25 Services to move from Fund 804 to Fund 301.
- M0247 4 These funds are for MHS 28 Services Part C reduction from July 1,

OREGON HEALTH AUTHORITY
Financial Assistance Award Amendment (FAA)

CONTRACTOR: CLATSOP COUNTY
DATE: 12/16/2020

Contract#: 159159
REF#: 015

2019 to December 31, 2020.

January 28, 2021

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of the Amended and Restated County-Based Services Agreement with Health Share of Oregon for Public Health and Behavioral Health Care and Services

Purpose/Outcomes	This Agreement provides funding for the operation of public health and certain behavioral health care and services to Health Share members in Clackamas County.
Dollar Amount and Fiscal Impact	Revenue contract, maximum value of \$3,764,939
Funding Source	No County General Funds are involved. Oregon Health Plan funds provided through Health Share of Oregon
Duration	Effective January 1, 2021 and terminates December 31, 2021
Previous Board Action	None
Counsel Review	Reviewed and approved by Counsel January 4, 2021 (KR)
Procurement Review	Was this item reviewed by Procurement? No. Procurement review is not required for revenue agreements
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division (503) 742-5305
Agreement No.	9996

BACKGROUND:

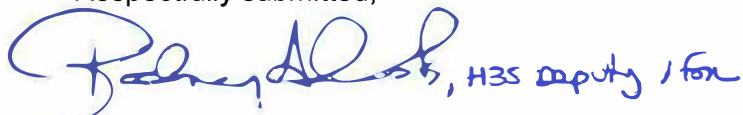
The Public Health and Behavioral Health Divisions of the Health, Housing & Human Services Department request the approval of the County-Based Services Agreement with Health Share of Oregon for the following work: Public Health's, Regional Perinatal Continuum of Care; Tobacco Prevention and Cessation; and Implementation of a Community Health Assessment (CHA) and Community Health Improvement Plan (CHIP) and Behavioral Health's: Health Promotion; Peer Services; a 24-hour Crisis Telephone Line; and additional Crisis Services.

This Agreement is effective January 1, 2021 and terminates December 31, 2021, with a maximum value of \$3,764,939. Public Health's funding is \$690,443. Behavioral Health's funding is \$3,074,496.

RECOMMENDATION:

Staff respectfully requests Board approval of the Agreement and approval for Richard Swift, H3S Director, to sign on behalf of the County.

Respectfully submitted,



Richard Swift, Director
Health, Housing & Human Services Department

Healthy Families. Strong Communities.

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

Clackamas.us/h3s

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9996

Division: BH

Subrecipient

Board Order #:

Contact: Russell, Angela

Revenue

Program Contact:

Amend # \$

Rumbaugh, Mary

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date: Thursday, January 21, 2021

CONTRACT WITH: Health Share of Oregon

CONTRACT AMOUNT: \$3,764,939.00

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year

4 or 5 Year

Upon Signature

Biennium

Other

Retroactive Request? 1/1/2021 - 12/31/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Business Automobile Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Professional Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

No

Yes (must have CC approval-next box)

N/A (Not a County boilerplate - must have CC approval)

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen

Date Approved: Monday, January 4, 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: _____

**HEALTH SHARE OF OREGON
AMENDED AND RESTATED
COUNTY-BASED SERVICES AGREEMENT**

This Amended and Restated County-Based Services Agreement (“Agreement”) is effective as of the 2021 A&R Effective date set forth below by and between **Health Share of Oregon**, an Oregon nonprofit corporation (“Health Share”), and **Clackamas County** (“County”).

RECITALS

A. Health Share was created as a Coordinated Care Organization (“CCO”), to enter into a risk contract that covers coordinated care services with the Oregon Health Plan (“OHP”), and facilitate the management and coordination of patient care for OHP members (“Members”) and individuals who are dually eligible for coverage under OHP and the Medicare program (“Fully Dual Eligible Members”);

B. Health Share has entered into a new five-year contract with the Oregon Health Authority (“OHA”) as CCO, effective October 1, 2019, with a coverage effective date of January 1, 2020;

C. Health Share is obligated under the terms of its contract with OHA to coordinate its service delivery system with, engage and collaborate with representatives in the development of its community health assessment, and enter into a memorandum of understanding with the local mental health and public health authorities in its service area;

B. Health Share further desires to make advantageous use of the system of public health care and services available through local health departments and other publicly supported programs and to ensure access to public health care and services pursuant to ORS § 414.153;

C. County offers public health and certain mental health care and services and is willing to collaborate with Health Share on the provision of services to Health Share members and provide certain services directly to Health Share members; and

D. Health Share desires, in support of improving member health, to collaborate with County and to contract with County to provide public health care and services to Health Share members; and County wishes to provide public health care and services to Health Share members in support of Health Share’s goals, all in accordance with the terms and conditions set forth in this Agreement.

E. Health Share and County entered into this Agreement with an original Effective Date of January 1, 2020.

F. Health Share and County now desire to amend and restate the Agreement in its entirety effective as of January 1, 2021 (“2021 A&R Effective Date), regardless of the date

of signature. For clarity, the amendment and restatement of this Agreement does not affect the applicability of the terms and conditions that were in place prior to the 2021 A&R Effective Date for dates occurring before the 2021 A&R Effective Date.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and promises contained herein, Health Share and County agree as follows:

ARTICLE I DEFINITIONS

In addition to any terms that may be defined in this Article I or elsewhere in this Agreement, the terms in this Agreement have the same meaning as those terms appearing in the Core Contract, Exhibit A, titled “Definitions” which shall be incorporated herein by reference.

“**Core Contract**” means that certain Coordinated Care Organization Contract in effect during the term of the Agreement by and between the State of Oregon, acting through the Oregon Health Authority, and Health Share, as the same may be updated, amended, modified, or supplemented from time to time.

“**Health Share Partner**” means an entity that has entered into an agreement with Health Share titled Integrated Delivery System Participation Contract or an agreement titled Integrated Community Network Participation Contract.

“**Medically Necessary**” means services and medical supplies required for prevention, diagnosis or treatment of a health condition that encompasses physical or mental conditions, or injuries and are (a) consistent with the symptoms of a health condition or treatment of a health condition; (b) appropriate with regard to standards of good medical practice and generally recognized by the relevant scientific community and professional standards of care as effective; (c) not solely for the convenience of a Member or a provider of the service or medical supplies, and; (d) the most cost effective of the alternative levels of medical services or medical supplies that can be safely provided to a Member.

“**Member**” means a person who is enrolled in a Plan with Health Share, generally identifiable through a Health Share identification card issued to the person, and who is eligible to receive Services.

“**Plan**” means the contract or arrangement that has been established with Health Share, including contracts or arrangements established by federal and state governmental programs, that entitles Members to receive specific Services through Health Share.

“**Practitioners**” has the meaning given to that term in Section 2.2 of this Agreement.

“**Records**” has the meaning given to that term in Section 2.11 of this Agreement.

ARTICLE II
OBLIGATIONS AND REPRESENTATIONS OF COUNTY

2.1 Services.

2.1.1 County will accept Members as patients (as that term may apply) and will provide to Members services in accordance with the terms and conditions of this Agreement including without limitation all statements of work that the parties may enter into from time to time by mutual agreement (such services, the “Services,” and each such statement of work, a “SOW”), attached to this Agreement as **Exhibits A, B, C, and D.**

2.1.2 County shall provide Services to Members in accordance with Exhibit B, Part 2, Section 1 of the Core Contract.

2.1.3 County shall not deny or reduce the amount, duration or scope of a Service solely because of the diagnosis, type of illness, or condition, subject to the Prioritized List of Health Services.

2.1.4 County will provide Services to Members in an amount, duration and scope that is not less than the amount, duration and scope for the same services provided by County to other individuals who receive services equivalent to Services.

2.1.5 County will ensure that Services rendered by County are within the scope of, and in accord with, as applicable, the County’s and Practitioner’s license and certifications, and meet the community professional standards relevant to the services provided.

2.1.6 County shall not require Members to obtain prior approval or a referral from a Primary Care Physician in order to gain access to: (i) Behavioral Health assessment and evaluation services; or (ii) services rendered by Traditional Health Workers.

2.1.7 County acknowledges that the rights of Members to receive particular services is governed by the terms of the relevant Plan covering the Members. This Agreement is a standalone agreement only for those services described in this Agreement, and does not supersede or affect County’s other contracts for services outside the scope of this Agreement.

2.2 Practitioners. County will ensure that all of County’s employed and contracted providers who provide Services to Members (the “Practitioners”) under this Agreement:

2.2.1 Comply with all of the terms and conditions of this Agreement (unless the context requires otherwise);

2.2.2 If licensed, are credentialed by County prior to providing services to Members and meet Health Share's credentialing and recredentialing requirements, as applicable, and if non-licensed, have received appropriate training and supervision for the work; and

2.2.3 Comply with all requests for information from Health Share related to Practitioners' qualifications. County will not bill for or be entitled to receive any compensation for providing any services that are inconsistent with this Agreement or, if applicable, the privileges granted to a particular Practitioner. County will be solely responsible for payment of all wages, salary, compensation, payroll and withholding taxes, unemployment insurance, workers' compensation coverage and all other compensation, insurance and benefits with respect to Practitioners.

2.3 Hours of Operation. County will arrange for provision of Services during its normal business hours that are not less than the hours of operation offered to County's other patients.

2.4 Equipment and Supplies. At County's own cost and expense, County will supply the required personnel, equipment, instruments and supplies required to perform the Services. County will ensure that all equipment, including without limitation medical equipment, used by County in rendering Services: (i) meets the community standards as the appropriate equipment to be used for the services provided, (ii) is in good working order, (iii) is maintained in accord with the equipment manufacturer's schedule for service and maintenance, and (iv) is utilized or operated only by individuals or technicians with appropriate training and qualifications to operate such equipment. County will not bill for or be entitled to receive any compensation for providing any services if the County's use of the equipment does not meet the requirements of this Section 2.4.

2.5 Administration of Agreement. County agrees to perform its duties and obligations under this Agreement in coordination and collaboration with Health Share and Health Share Partners, and in accordance with the terms and conditions of this Agreement, and the Health Share policies and procedures set forth in Exhibit E to this Agreement, as the same may be updated, amended, modified or supplemented from time to time, and provided further that: (i) if there are any conflicts between this Agreement and the policies and procedures, this Agreement shall control; and (ii) the policies and procedures are applicable only to the extent applicable to the Services provided by County hereunder. An amendment to this Agreement shall be required before Health Share can obligate County to the terms and conditions of any policies and procedures not then-listed in Exhibit E.

2.5.1 County shall also perform its duties and obligations under this

Agreement in accordance with Applicable Laws, as they may be adopted, amended or repealed from time to time, including but not limited to the following: (i) ORS Chapter 659A.142; (ii) OHA rules pertaining to the provision of prepaid capitated health care and services, OAR Chapter 410, Division 141; (iii) all other OHA Rules in OAR Chapter 410; (iv) all other applicable requirements of State civil rights and rehabilitation statutes, rules and regulations; (v) Title VI and VII of the Civil Rights Act of 1964, as amended; (vi) 45 CFR Part 84 which implements Title V, Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (vii) the Americans with Disabilities Act of 1990, as amended; (viii) Executive Order 11246, as amended; (ix) the Health Insurance Portability and Accountability Act of 1996, as amended; (x) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (xi) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (xii) all regulations and administrative rules established pursuant to the foregoing laws; (xiii) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations; (xiv) section 1557 of the Affordable Care Act; and (xv) all federal law governing operation of CMHPs, including without limitation, all federal laws requiring reporting of Client abuse.

2.6 Reporting Responsibilities. County agrees to promptly provide any reports, information, or documents reasonably requested by Health Share in the form and format requested by Health Share. Such reports may include without limitation, reports regarding utilization, performance measures, quality metrics, Member satisfaction, coordination, expenses and savings, and other information as Health Share may require to fulfill its reporting responsibilities under the Core Contract, including, but not limited to, Health Share's reporting requirements under Exhibits L and M of the Core Contract. County represents and warrants that any reports and data provided pursuant to this Section 2.6 will be accurate and complete.

2.7 Qualifications. At all times during the term of this Agreement, County will meet each of the following qualifications ("County Qualifications") and ensure that all Practitioners meet those qualifications, as applicable:

2.7.1 Has and maintains in good standing all required or appropriate state and federal licenses, permits, registrations, certifications, approvals and authorizations if applicable, to provide Services under this Agreement consistent with state licensure requirements, Medicaid certification and other professional qualifications as applicable. County will furnish evidence of the same to Health Share on request;

2.7.2 Has never been, and is not currently, suspended, debarred, or excluded from any federal or state funded health care program or from participating in any government procurement or non-procurement contract;

2.7.3 County will comply, as applicable, with Health Share's credentialing or recredentialing criteria then in effect. County will promptly provide information required by Health Share to conduct credentialing or recredentialing.

2.7.4 If compliance with any provision of this Agreement would result in the County's or Practitioner's loss of license, County agrees to notify Health Share within thirty (30) days of discovery of such conflict. County will promptly notify Health Share of any action against County's or any Practitioner's professional license to practice, including but not limited to suspension, revocation or probation. County will also promptly notify Health Share if County or a Practitioner is convicted of a felony or expelled or suspended from the Medicaid program.

2.8 Representations and Warranties. County represents and warrants to Health Share the following, which warranties are in addition to, and not in lieu of, any other warranties provided herein:

2.8.1 County has the power and authority to enter into and perform the obligations described in this Agreement.

2.8.2 This Agreement, when executed and delivered, will be a valid and binding obligation of County enforceable in accordance with the Agreement's terms.

2.8.3 County has the skill and knowledge possessed by well-informed members of County's industry, trade or profession, as applicable, and County will apply that skill and knowledge with care and diligence to perform the Services in a professional manner and in accordance with standards prevalent in County's industry, trade or profession, as applicable.

2.8.4 County will, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed, if applicable, to perform the Services.

2.8.5 The Services will be in conformity in all respects with the requirements or specifications stated in this Agreement and the applicable SOW.

2.8.6 All Services provided or arranged by County shall be provided or arranged by duly licensed, certified or otherwise authorized professional personnel in accordance with (i) the generally accepted medical, dental and/or surgical practices and standards prevailing in the applicable professional community at the time of treatment, (ii) the provisions of Health Share's quality initiative described in Exhibit B, Part 10 of the Core Contract, and (iii) the requirements of Applicable Laws.

2.8.7 Each of County's Practitioners shall maintain in good standing at all times during the term of this Agreement the necessary licenses or certifications required by Applicable Laws to provide or arrange Services hereunder.

2.8.8 County shall provide Medically Appropriate services that County is obligated to provide, under Applicable Laws or under this Agreement, to a Member covered under this Agreement.

2.8.9 County shall not impose on Members premiums or charges that are in excess of the premiums or charges permitted under the Medical Assistance Program.

2.8.10 County shall not commit acts to discriminate among Members on the basis of their health status or need for health care services.

2.8.11 County shall not misrepresent or falsify any information that it furnishes to CMS, the State of Oregon, OHA, or Health Share, including but not limited any certification, any report required to be submitted under this Agreement, encounter data or other information relating to care or services provided to a Member.

2.8.12 County shall not misrepresent or falsify information that it furnishes to a Member, Potential Member, or Practitioner.

2.8.13 County shall follow the accounting principles and accounting standards required by Applicable Laws, or this Agreement.

2.9 External Quality Review; Access to Records and Facilities. County will cooperate by providing access to records, and if applicable, facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, Services provided under this Agreement. If copies of such records are required, County will provide those copies at no charge. County will provide timely access to records, and, if applicable, facilities, and cooperate with Health Share in the collection of information through consumer surveys, on-site reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with this Agreement, including but not limited to verification of services actually provided, and for developing and monitoring performance and outcomes. County and Health Share agree to cooperate to ensure that the confidentiality restrictions in 42 C.F.R. Part 2-Confidentiality of Alcohol and Drug Abuse Patient Records, as may be amended from time to time ("42 C.F.R. Part 2"), are complied with prior to any review. The requirements described in this Section 2.9 will survive termination of the Agreement.

2.10 Medical Records. County will develop and maintain a record keeping system that includes without limitation medical records, if applicable, that:

2.10.1 Includes sufficient detail and clarity to permit internal and external review to validate encounter submissions and to assure Medically Necessary services are provided consistent with the documented needs of the Member;

2.10.2 Conforms to accepted professional practice; and

2.10.3 Allows Health Share to ensure that data received from County is accurate and complete by: (i) verifying the accuracy and timeliness of reported data; (ii) screening the data for completeness, logic, and consistency; and (iii) collecting service information in standardized formats to the extent feasible and appropriate.

2.11 Record Retention.

2.11.1 County will retain, and will cause County's personnel to retain, clinical records for the longer of ten (10) years after the date of service for which claims are made, or for the period required by Applicable Laws. If an audit, litigation, research and evaluation, or other action involving the records is started before the end of the retention period, County will retain, and will cause County's personnel to retain, the clinical records until all issues arising out of the action are resolved.

2.11.2 County will maintain all financial records related to this Agreement in accordance with generally accepted accounting principles. In addition, County will maintain any other records, books, documents, papers, plans, records of shipment and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner 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 Oregon Health Authority, the Secretary of State's Office, CMS, the Comptroller General of the United States, the Oregon Department of Justice Medicaid Fraud Control Unit and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. County will retain and keep accessible all Records for the longer of: (i) ten (10) years following final payment and termination of this Agreement; (ii) the retention period specified in this Agreement for certain kinds of records; (iii) the period required by Applicable Laws, including the records retention schedules set forth in OAR Chapters 410 and 166; or (iv) until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

2.12 Subrogation. County agrees to subrogate to Health Share and OHA any and all claims related to County's provision of Services hereunder that County has or may have against any entity or individual that directly or indirectly receives funds under this Agreement, but only to the extent Health Share and OHA have incurred damages. If the

County also incurs damages, then this provision shall not prevent the County from pursuing its own claims.

2.13 Non-Covered Services. County will advise a Member of any service, treatment, or test that is recommended as Medically Appropriate for the Member in accord with the community standards of the medical profession, even if the service, treatment, or test is not covered under the Plan. This Agreement, and the fact of whether the Plan happens to provide coverage of any particular service, treatment or test, does not alter a County's duty to exercise professional skill and judgment in accord with the prevailing community standards applicable to County in advising and treating Members relative to that service, treatment, or test. County acknowledges that this Agreement may not be interpreted to require County to deny care to a Member for services that are not covered under the Plan. Neither County nor a Practitioner shall bill a Member for Non-Covered Services unless the County or the Practitioner, as applicable, has complied with the requirements set forth in OAR 410-120-1280(3)(h) prior to providing any of the Non-Covered Services.

2.14 Compliance with Health Care Programs. County and County's Practitioners agree to cooperate with the Medical Directors of Health Share in the Medical Directors' review of, and in the establishment of programs, policies and procedures to, improve the quality of care delivered to Members.

2.15 Oregon Health Plan Addendum. The terms and conditions set forth in the Oregon Health Plan Addendum (**Exhibit G**) are incorporated and made a part of this Agreement.

2.16 Liaison. County will designate a liaison who will be responsible for meeting with a Health Share designee to discuss, on a regular basis, as scheduled by Health Share, County's performance under this Agreement.

2.17 Compliance with O.R.S. § 414.153. Nothing in this Agreement shall be interpreted as prohibiting Health Share or Health Share Partners from contracting with other public or private providers for mental health or chemical dependency services.

2.18 Core Contract. This Agreement is subject to the terms and conditions of the Core Contract. In the event that any provision, clause or application of this Agreement is ambiguous with respect to the delegation of Core Contract provisions by Health Share to County due to drafting, technical or similar issues, the parties shall interpret this Agreement in a manner consistent with the original intention of the parties, to allow Health Share to delegate as many duties and obligations related to providing Services to Members under the SOWs to County.

ARTICLE III COMPENSATION

3.1 Compensation. In consideration of all the work to be performed under this Agreement, Health Share shall pay County a fixed monthly payment per the schedule outlined in **Exhibit F**. Such payment will be made via electronic funds transfer and shall be paid once monthly on a date agreed on by Health Share and County. Payment will be reassessed at two intervals, for the periods January 1, 2021 to June 30, 2021 and July 1, 2021 to December 31, 2021. Total payments made during an interval will be divided by average membership in the service area and then multiplied by the average number of Health Share members during the interval. The recalculated amount will be compared to what was paid during the interval and any difference will be deducted from payments made to County. Those adjustments will be applied in a lump sum against the amount due to County in August 2021 and February 2022, respectively.

3.2 Funds Available. County understands and agrees that Health Share's payment for work performed under this Agreement is contingent on OHA receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable discretion, to continue to make payments to Health Share under the Core Contract. As a result, County's payment hereunder from Health Share is contingent upon OHA making anticipated payments to Health Share.

3.3 Recovery of Overpayments or Other Amounts Owed by County. Health Share shall have the right to audit County and recoup any payments made to County or offset against amounts owed by Health Share to County. Health Share and County shall mutually agree upon the amount to be recouped or offset.

ARTICLE IV RELATIONSHIP OF THE PARTIES

4.1 Independent Parties. The parties to this Agreement are independent parties, and nothing in this Agreement will be construed or be deemed to create between them any relationship of principal and agent, partnership, joint venture, or any relationship other than that of independent parties. No party to this Agreement, nor the respective agents or employees of either party, will be required to assume or bear any responsibility for the acts or omissions, or any consequences thereof of the other party under this Agreement. No party to this Agreement, nor the respective agents or employees of either party, will be liable to other persons for any act or omission of the other party in performance of their respective responsibilities under this Agreement.

4.2 Tax Obligations. County will be responsible for appropriate management of all federal and state obligations applicable to compensation or payments paid to County under this Agreement.

4.3 Board Membership and Development of Health Share Policies and Procedures. A County representative serves on Health Share's board of directors. Through *Amended and Restated County-Based Services Agreement between Health Share and Clackamas County effective January 1, 2021*

such representation, and given Health Share's practice of requiring board committee and board review (in matters relating to governance, finance and delegated responsibilities) of Health Share policies and procedures, County will have input in the development of and amendments to policies and procedures that could affect County's provision of Services hereunder.

ARTICLE V TERM AND TERMINATION

5.1 Term of Agreement. When executed by both parties, this Agreement will become effective as of the Effective Date and will continue in effect for one (1) year from that date unless otherwise terminated pursuant to this Agreement. Both parties agree to reassess the terms of this agreement not less than three (3) months before the end of the term and determine whether the parties desire to renew the Agreement for an additional term.

5.2 Termination on Default. In the event Health Share or County should materially default in the performance of any obligation imposed by this Agreement, the non-defaulting party may elect to provide the defaulting party with written notice describing the facts and circumstances of the default. After providing such notice, the non-defaulting party may elect, by written notice to the defaulting party, to terminate this Agreement or any SOW, in whole or in part, if the defaulting party has not cured any default within thirty (30) days following the defaulting party's receipt of the applicable default notice; provided, however that with respect to any default covered by this subsection which reasonably requires additional time to cure, such failure will not result in a termination of the Agreement so long as the defaulting party has commenced performance of a cure within the stated cure period and diligently pursues such cure to completion.

5.3 Immediate Termination by Health Share. Notwithstanding any other term in this Agreement to the contrary, Health Share may immediately terminate this Agreement or any SOW, in whole or in part, or the participation of any individual health care provider providing services for County pursuant to this Agreement on delivery of written notice to County if any of the following occurs:

5.3.1 County does not fully meet all County Qualifications set forth in Section 2.7 of this Agreement;

5.3.2 County fails to screen Practitioners or contracted, employed, leased, owned or controlled personnel providing or assisting in the provision of Services and confirm none are excluded, debarred, suspended or declared ineligible to participate in any federal health care program, or in any federal procurement or non-procurement program, and an excluded Practitioner or an excluded contracted, employed, leased, owned or controlled personnel provides or assists in the provision of Services hereunder;

5.3.3 County receives a felony conviction related to the provision of Services hereunder.

5.3.4 The dissolution or reorganization of County.

5.3.5 If County: (i) voluntarily files a petition in or for bankruptcy or reorganization; (ii) makes a general assignment or another arrangement for the benefit of creditors; (iii) is adjudged bankrupt; (iv) has a trustee, receiver or other custodian appointed on its behalf; or (v) has any other case or proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding commenced against it.

5.3.6 County fails or refuses to provide or arrange for the provision of Services to Members in a manner consistent with professional community standards, provided however that Health Share shall not have the right to immediately terminate the Agreement under this Section 5.3.6 if this Section 5.3.6 is implicated only because a malpractice or negligence claim has been filed against Practitioner and/or Practitioner has been found liable for malpractice or negligence.

5.3.7 Professional liability or other liability insurance covering County, as required by this Agreement, is terminated without replacement coverage being obtained in amounts required by this Agreement.

5.3.8 County's knowing or deliberate submission of false or misleading billing information to Health Share or any Health Share Partner.

5.3.9 Health Share or OHA determines County is in violation of or has failed to comply with any of the requirements of this Agreement and County is unable to cure such violation or noncompliance through a Corrective Action Plan, as provided for in Section 9.3.3.j of this Agreement, or another corrective action.

5.4 Termination without Cause. The parties agree that they are contracting at will. Either Health Share or County may terminate this Agreement or any SOW, in whole or in part, without cause upon ninety (90) days' advance written notice to the other party. However, such termination will not relieve either party of any contractual obligation(s) incurred prior to the Effective Date of the termination.

5.5 Change in Law. In the event Applicable Laws are enacted, or state or federal regulations are promulgated which, in the opinion of Health Share, make this Agreement or any SOW illegal under such Applicable Laws, or this Agreement or any SOW is otherwise deemed by appropriate state or federal governmental authorities to violate such Applicable Laws, this Agreement and/or any SOW will immediately be amended to comply with such Applicable Laws or be terminated.

5.6 Continuity of Care. In the event of termination of this Agreement or any SOW, in whole or in part, the following provisions will apply to ensure continuity of the Services to Members. County will ensure:

5.6.1 Continuation of Services to Member for the period during which Health Share has paid Compensation to County, including inpatient admissions up until discharge;

5.6.2 Orderly and reasonable transfer of Member care in progress, whether or not those Members are hospitalized;

5.6.3 Coordination and cooperation with Health Share, Health Share Partners, and OHA, as applicable;

5.6.4 Timely submission of information, reports and records, including encounter data, required to be provided to Health Share and Health Share Partners during the term of this Agreement or the SOW;

5.6.5 Timely payment of valid claims for services to Members for dates of service included within the term of the Agreement or the SOW; and

5.6.6 If County continues to provide services to a Member after the date of termination of this Agreement or any SOW, Health Share will have no responsibility to (i) pay for such services unless otherwise agreed to by Health Share to allow for an orderly and reasonable transfer of Member care in process; (ii) notify Members of the termination of this Agreement or the SOW; or (iii) direct Members to other health care providers.

ARTICLE VI INDEMNIFICATION

6.1 Indemnification by Health Share. Health Share shall defend, indemnify and hold harmless County, County Commissioners, and County directors, officers, employees, affiliates and agents from and against all claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses of any nature whatsoever (including reasonable attorneys' fees and expenses at trial, at mediation, on appeal, and in connection with any petition for review) resulting from, arising out of, or relating to the acts or omissions of Health Share or its officers, employees, subcontractors, agents, insurers, and attorneys (or any combination of them) in Health Share's performance pursuant to this Agreement.

6.2 Indemnification by County. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall defend, indemnify and hold harmless Health Share and its directors, officers, employees, affiliates and agents from and against all claims, suits, actions, losses, damages, liabilities, settlements, costs and expenses of any nature whatsoever (including reasonable attorneys'

fees and expenses at trial, at mediation, on appeal, and in connection with any petition for review) resulting from, arising out of, or relating to the activities of County or its officers, employees, subcontractors, agents, insurers, and attorneys (or any combination of them) under this Agreement.

ARTICLE VII INSURANCE

7.1 Insurance. County will procure and maintain, at County's sole expense, and keep in force, at least the types and amounts of insurance coverage as set forth in Exhibit F of the Core Contract. County will make available to Health Share evidence of insurance coverage required under this Section 7.1, as Health Share may request from time to time. County will provide Health Share at least fifteen (15) days' advance written notice of revocation, suspension, reduction, limitation, probationary or other disciplinary action taken on any of County's required insurance coverage. County shall also obtain and maintain privacy and network security coverage providing protection against liability for (a) system attack; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; and (e) liability from the loss or disclosure of confidential data with limits of at least \$3 million. If County has not already acquired such privacy and network security coverage meeting all of the previously mentioned requirements at the time this Agreement is executed, County shall procure such coverage in a reasonable amount of time after execution and as mutually agreed by Health Share. Proof of self insurance for the required types and amounts of coverage satisfies this section.

7.2 Claims, Incidents, Suits and Disciplinary Actions. County agrees to promptly report to Health Share any claim made, suit filed or disciplinary action commenced against County or County's personnel relating to the provision of Services under this Agreement.

ARTICLE VIII DISPUTES AND COMPLAINTS

8.1 Arbitration. Except as otherwise provided in Section 8.2 of this Agreement, any dispute, controversy, or claim arising out of the subject matter of this Agreement will be settled by arbitration before a single arbitrator in Portland, Oregon. If the parties agree on an arbitrator, the arbitration will be held before the arbitrator selected by the parties. If the parties do not agree on an arbitrator, each party will designate an arbitrator and the arbitration will be held before a third arbitrator selected by the designated arbitrators. Each arbitrator will be an attorney knowledgeable in the area of business and healthcare law. The arbitration will be initiated by filing a claim with Arbitration Service of Portland and will be conducted in accordance with the then-current rules of Arbitration Service of Portland. The resolution of any dispute, controversy, or claim as determined by

the arbitrator will be binding on the parties. Judgment on the award of the arbitrator may be entered by any party in any court having jurisdiction.

8.2 Compelling Arbitration. A party may seek from a court an order to compel arbitration, or any other interim relief or provisional remedies pending an arbitrator's resolution of any dispute, controversy, or claim. Any such action, suit, or proceeding will be litigated in courts located in Multnomah County, Oregon. For the purposes of the preceding sentence, each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. If a claim must be brought in a federal forum, then it will be conducted solely and exclusively within the United States District Court for the District of Oregon.

8.3 Governing Law; Consent to Jurisdiction. County agrees that this Agreement shall be governed, and that County shall consent to legal jurisdiction, in accordance with Exhibit D, Section 1 of the Core Contract, which shall be incorporated herein by reference, except that any claim that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of the County where the claim arises or relates.

ARTICLE IX GENERAL PROVISIONS

9.1 Amendments.

9.1.1 Mutual Amendment. The terms of this Agreement may be amended from time to time in a writing signed by Health Share and County.

9.1.2 Amendments Required by Law. Health Share may modify this Agreement immediately to comply with changes in Applicable Laws, as described in Section 5.5 of this Agreement. While Health Share will strive to give advance notice of such amendment(s) to County, advance notice by Health Share may not be possible if Health Share is required to immediately amend this Agreement to comply with changes in Applicable Laws.

9.2 Notices and Communications between the Parties.

9.2.1 Certain Notices Required Under This Agreement. The following notices must be sent via overnight delivery with delivery confirmation or certified mail, return receipt requested:

- (a) All notices for termination of this Agreement; and
- (b) All requests for mediation and/or arbitration.

9.2.2 All Other Notices and Communications. All other notices and communications between the parties which are necessary for the proper administration of this Agreement (including notices required within this Agreement which are not included in Section 9.2.1 above) may be communicated via regular U.S. mail, facsimile or electronic mail.

9.2.3 Confidential and Protected Health Information. If a notice or communication includes information which is confidential or proprietary to either or both parties and/or which includes “protected health information,” as defined for purposes of HIPAA (“PHI”), then the following restrictions must be observed when communicating such information:

- (a) U.S. Mail/Certified Mail/Overnight Delivery: no additional requirements.
- (b) Facsimile Transmission: The information must be prefaced by a formal cover sheet noting the confidentiality of such information.
- (c) Web Site: Not a permitted method of notice or communication for confidential information and PHI, unless the Web Site is secure or the information appropriately encrypted.
- (d) Electronic Mail: Not a permitted method of notice or communication for confidential information and PHI, unless the electronic mail is secured or the information is appropriately encrypted.

9.2.4 Address for Notices. Notices to County will be sent to: (i) the facsimile or postal address of County’s billing service location or any other revised postal address or facsimile provided by County to Health Share in writing; or (ii) the electronic mail address designated by County for electronic notices. Notices to Health Share will be sent to:

Health Share of Oregon
2121 SW Broadway, Suite 200
Portland, Oregon 97201
Attention: Integration Department

Or any revised address provided to County in writing. The facsimile, postal address or electronic mail address for notice may be changed on prior written notice to the other party.

9.2.5 When Made. For notices and communications described under Sections 9.2.1 and 9.2.2 above, the notice or communication will be deemed to have been made on the date the receiving party confirmed receipt of the notice or communication.

9.3 Assignment of Contract, Successors in Interest, Subcontractor.

9.3.1 Health Share may assign or transfer Health Share’s interest in this Agreement without prior consent of County.

9.3.2 County will not assign or transfer County’s interest in this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or in any other manner, without prior written consent of Health Share. Any such assignment or transfer, if approved, is subject to such conditions and provisions as Health Share may deem necessary. No approval by Health Share of any assignment or transfer of interest will be deemed to create any obligation of Health Share in addition to those set forth in this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

9.3.3 If County subcontracts any or all of the work to be performed under this Agreement, County shall subcontract in accordance with the standards applicable to “Contractor” in Exhibit B, Part 4, Sections 12.a.1 through 12.a.7, and 12.a.10 – 12.a.12 of the Core Contract. Further:

- (a) To the extent Health Share has delegated services and obligations under the Core Contract to County in this Agreement, County agrees to perform the services and meet the obligations and terms and conditions of the Core Contract as if County is Health Share.
- (b) County shall enter into a business associate agreement with Health Share when required under, and in accordance with, HIPAA.
- (c) County shall cooperate with Health Share’s performance of readiness review evaluations of County, as described in Exhibit B, Part 4, Section 12.a.4 of the Core Contract.
- (d) County shall cooperate with Health Share’s performance of exclusion screening and criminal background checks, as described in Exhibit B, Part 4, Sections 12.a.5 and 12.a.6 of the Core Contract.
- (e) If deficiencies are identified in County performance, whether those deficiencies are identified by Health Share, by OHA, or their designees, County shall be required to respond to and remedy those deficiencies within the timeframe set by OHA or a reasonable timeframe set by Health Share, provided however that Health Share shall not be required

to set a reasonable timeframe if the timeframe set by OHA is unreasonable. If, in Health Share's discretion, the timeframe set by OHA is unreasonable, Health Share will undertake reasonable efforts to negotiate the timeframe.

- (f) County shall not bill Members for services that are not covered under the Core Contract unless there is a full written disclosure or waiver (also referred to as an agreement to pay) on file, signed by the Member, in advance of the service being provided, in accordance with OAR 410-141-3565.
- (g) County shall oversee and be responsible for the satisfactory performance of any services that are Covered Services it has delegated to a subcontractor. County shall require subcontractors to perform services under subcontracts in accordance with the requirements of the Core Contract.
- (h) County shall support and assist Health Share in the development and reporting of its Annual Subcontractor Performance Report, as described in Exhibit B, Part 4, Sections 12.a.13 – 12.a.15 of the Core Contract.
- (i) In the event OHA or Health Share identifies deficiencies or areas of improvement in County's performance, Health Share and County will work together to develop a Corrective Action Plan to remedy such deficiencies. County shall implement the agreed-upon Corrective Action Plan and cooperate with Health Share in implementing it within a reasonable timeframe set by Health Share, provided however that Health Share shall not be required to set a reasonable timeframe if the timeframe set by OHA for implementation is unreasonable. If, in Health Share's discretion, the timeframe set by OHA is unreasonable, Health Share will undertake reasonable efforts to negotiate the timeframe. County shall further support and assist Health Share in its obligations to report on the Corrective Action Plan to OHA, as described in Exhibit B, Part 4, Sections 12.a.16 and 12.a.17 of the Core Contract.

9.4 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with Applicable Laws, 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 this Agreement did not contain the particular term or provision held to be invalid.

9.5 Entire Agreement; Amendments. This Agreement, together with all exhibits and Statements of Work, constitutes the sole and entire agreement of the parties to

this Agreement with respect to the subject matter contained herein, and replaces and supersedes all prior understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended pursuant to the provisions described in Section 9.1 of this Agreement.

9.6 Confidential Business Information. Except as otherwise required by Applicable Laws, County agrees not to disclose to any third party any Confidential Information, as defined in this Section 9.6, that is disclosed to County as a result of County's participation in this Agreement. "**Confidential Information**" will mean all information provided by one party to this Agreement to another in connection with this Agreement, which is designated "confidential" and/or considered a trade secret under Applicable Laws. Each party agrees that it will not make use of, disseminate, disclose or in any way circulate any Confidential Information supplied to or obtained by such party in writing, orally or by observation, except as expressly permitted by this Agreement or as required by Applicable Laws or order of a court or administrative agency having jurisdiction. Confidential Information may be used as necessary to perform the services required under this Agreement and may be disclosed by a party to this Agreement to its own employees that require access to such Confidential Information for the purposes of this Agreement. This paragraph does not prevent disclosure in connection with an auditor survey in the normal course of business by regulatory authorities, certified public accountants, accrediting institutions and the like; provided the recipient is under a duty to protect the confidentiality of the information disclosed.

9.7 Waiver. The waiver of any provision of this Agreement will only be effective if set forth in writing and signed by the waiving party. Any such or other waiver will not operate as, or be deemed to be, a continuing waiver of the same or of any other provision of this Agreement.

9.8 Third-Party Rights. The parties do not intend the benefits of this Agreement to inure to any third person not a signatory to this Agreement. The Agreement will not be construed as creating any right, claim, or cause of action against any party by any person or entity not a party to this Agreement except as otherwise described in this Agreement.

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all counterparts together will constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

The foregoing terms are agreed to by the parties.

Health Share of Oregon

By: _____

Name: James Schroeder _____

Title: CEO _____

Date Signed: _____

Clackamas County

By: _____

Name: _____

Title: _____

Date Signed: _____

EXHIBIT A

COMMUNITY HEALTH ASSESSMENT AND COMMUNITY HEALTH IMPROVEMENT PLAN ALIGNMENT AND IMPLEMENTATION STATEMENT OF WORK

This Statement of Work (“SOW”), effective as of January 1, 2021 (the “SOW Effective Date”), is made pursuant to, and incorporates by reference, the County-Based Services Agreement effective January 1, 2021 (the “Agreement”) between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County (“County”).

Services. County will collaborate with Health Share in Health Share’s development of: (a) a Community Health Assessment (CHA) through participation in the Healthy Columbia Willamette Collaborative and as described in Exhibit K, Section 6 of the Core Contract; and (ii) a Community Health Improvement Plan (CHIP) for the implementation of health activities in accordance with OAR 410-141-3730 and as described in Exhibit K, Section 7 of the Core Contract.

Payment that County receives for the above-described services shall be used to support implementation of CHIP activities for local and regional CHIP priorities. Funds will be allocated to support CHIP projects identified by the strategic CHIP workgroups that may include grants, pre-identified CHIP strategies, CHIP planning, and CHIP community engagement initiatives.

Benchmarks. Health Share and County will mutually agree on any performance benchmarks required by Health Share. County agrees to provide annual progress reports relevant to CHA and CHIP alignment and implementation, in the form and format requested by Health Share. Those reports will include information on outcomes from funded community grants and identified priority projects.

EXHIBIT B

TOBACCO PREVENTION AND CESSATION STATEMENT OF WORK

This Statement of Work (“SOW”), effective as of January 1, 2021 (the “SOW Effective Date”), is made pursuant to, and incorporates by reference, the County-Based Services Agreement effective January 1, 2021 (the “Agreement”) between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County (“County”).

Services. County will lead Health Share and Multnomah and Washington Counties in implementation of a closed loop e-referral for tobacco cessation within the EPIC electronic health record (EHR) used by Federally Qualified Health Centers (FQHCs) in the region (Clackamas, Multnomah and Washington Counties). County will facilitate training of the closed loop e-referral with providers and support staff in the regions’ FQHCs.

Benchmarks. County shall report on the following service benchmarks:

1. Progress on implementation of e-referral in EPIC EHR
2. Number of e-referrals made

EXHIBIT C

REGIONAL PERINATAL CONTINUUM OF CARE STATEMENT OF WORK

This Statement of Work (“SOW”), effective as of January 1, 2021 (the “SOW Effective Date”), is made pursuant to, and incorporates by reference, the County-Based Services Agreement effective January 1, 2021 (the “Agreement”) between Health Share of Oregon, an Oregon nonprofit corporation (“Health Share”), and Clackamas County (“County”).

Purpose. Health care investment in a perinatal continuum of care infrastructure and county-based services to families supports the healthy development of families and young children within our communities. Public Health prevention services—including evidence-based home visiting and WIC programs—address social, emotional and educational determinants of health, physical health and development and social-emotional well-being. Prevention services decrease the use of emergency medical services, decrease child abuse and incarceration rates, increase family self-sufficiency, increase graduation and employment rates, reduce risk factors that lead to chronic conditions, increase immunization rates, improve utilization of a medical home, and result in savings in health care costs. County-based services provide education, physical and behavioral health screenings, parent support, early identification of problems and service referrals to improve maternal, family, and community health outcomes. With an emphasis on supporting individuals and communities most impacted by racial health inequities, services are prioritized to those at highest risk for poor health outcomes, including low-income families, first-time families, and families with children who have special health needs.

Services. County shall undertake the following services related to the perinatal continuum of care:

1. **Perinatal Prevention Systems Coordination and Planning.** Complete a community alignment assessment to establish a local plan for a regional system for coordinated perinatal prevention services and a nurse home visiting strategic plan.
 - a. Community alignment assessment. County will collaborate with regional maternal, child and family community partners to:
 - i. Create a local system map of perinatal prevention services
 - ii. Engage stakeholders, including families accessing perinatal prevention services, to inform the development of a coordinated system.
 - iii. Align local strategies with existing tri-county efforts to expand Help Me Grow into a regional system for coordinated perinatal prevention services.
2. **Nurse Home Visiting.** County will make the Babies First! nurse home visiting program available to support high-risk pregnant women and infants.

3. **Women, Infant and Children (WIC) Services.** County will make available WIC services to provide breastfeeding and nutrition expertise and support. County will prioritize enrolling Medicaid eligible pregnant women.
4. **Immunization Safety Net Services.** County will support immunization safety net services, including vaccine outreach events and immunization services for individuals with no insurance or individuals assigned to a medical home that provides immunizations.

Benchmarks. County shall report on the following service benchmarks:

1. Perinatal Prevention System Coordinator and Planning
 - a. Perinatal Prevention Services Assessment, including a systems map, stakeholder engagement and local recommendations for a regional system for coordinated perinatal prevention services.
 - b. Nurse Home Visiting Strategic Plan
2. Nurse Home Visiting
 - a. Hire and train Community Health Nurse, Sr.
3. WIC Services
 - a. Number of prenatal WIC participants with Oregon Health Plan.
4. Immunization Assurance
 - a. Clackamas County immunization rates analysis (before and during COVID)
 - b. Number of guidance documents shared with Clackamas County Delegate Agencies (to assure immunization activities open back up)

EXHIBIT D

BEHAVIORAL HEALTH CRISIS AND SAFETY NET SERVICES STATEMENT OF WORK

Services.

1. **Crisis Services.** County will support and assist in Health Share's and Health Share Partners' establishing of a crisis management system, as described and in accordance with Exhibit M, Section 10 of the Core Contract. As part of these efforts to support and assist the crisis management system, County will provide the following crisis services to Members in County's service area experiencing a behavioral health condition where stabilization support is necessary:
 - a. Urgent walk-in centers, operated seven (7) days per week. These centers shall be available to individuals discharging from emergency departments in need of stabilization and unstable individuals interacting with law enforcement, among others.
 - b. 24/7 mobile crisis teams. County will provide qualified mental health professionals to respond in the community to individuals experiencing a mental health crisis.
 - c. 24/7 crisis lines. County will staff the crisis telephone lines with clinicians who will assist individuals experiencing a mental health crisis, and consult with and offer advice to professionals and family members and friends of persons experiencing a mental health crisis.
 - d. Peer services. County will make available to Members personnel with life experiences with mental health conditions and/or substance abuse to offer peer support and advice services. County shall deliver peer delivered services in accordance with Exhibit M, Section 9 of the Core Contract.
2. **Prevention and Promotion.** In connection with County's ASSIST program, County will train community members and health care providers in service area, including Practitioners, on suicide prevention and mental health awareness.
3. **Behavioral Health Plan.** County will collaborate with Health Share in Health Share's development of a Comprehensive Behavioral Health Plan, as described in Exhibit M, Section 12 of the Core Contract. County will also work with Health Share to coordinate Health Share's service delivery system with County's organized planning efforts, as described in Exhibit B, Part 4, Section 3.a.5 of the Core Contract.

4. **Liaison.** County’s behavioral health director or his or her delegate shall serve as a liaison to coordinate with Health Share on the delivery of Services under this Exhibit D.

5. **Coordination with Health Share Partner.** County understands that Health Share has delegated the management of Behavioral Health services to its Health Share Partner, specifically the Integrated Community Network (ICN). As such, County agrees to coordinate with ICN on the provision of Behavioral Health services, including the behavioral health crisis and safety net services. Such coordination includes providing any and all documentation necessary for ICN to oversee the provision of crisis and safety net services provided by County as described in this Exhibit D.

6. **Quarterly Reporting.** County agrees to submit quarterly reporting for each crisis program that receives funding from County pursuant to this Agreement. Reporting shall be submitted to Health Share within sixty (60) days of the end of each quarter, as indicated in the schedule below:

Date Range	Report Due
Jan 1, 2021-March 31, 2021	May 30 2021
April 1, 2021- June 30, 2021	August 30 2021
July 1, 2021-Sept 30, 2021	November 30 2021
Oct 1, 2021 – Dec 31, 2021	March 1, 2022

Reporting should include a brief narrative that summarizes the overall services to be funded, and individual crisis program reporting. Crisis services reporting may vary by program but should include:

- # total Individuals served
- # of total Health Share members served (when available)
- # of contacts, as defined by the program (ex: Calls, Outreach Attempts, Diversions etc)
- Pre-established outcome measures already used by the program (when available)
- Any summary demographic information already used by the program (ex: Race, Ethnicity, Zip Code, etc)

EXHIBIT E

HEALTH SHARE POLICIES AND PROCEDURES

County is obligated to the terms and conditions of all of the following Health Share policies and procedures:

1. COMM-01 Member Materials Review
2. COMM-02 Materials Co-Branding
3. CORP-02 Delegated Functions and Oversight
4. CORP-05 Delegated Entity Correction Action and Sanctions
5. CORP-09 Fraud, Waste and Abuse Prevention and Detection
6. OPS-01 Policy Development and Management
7. OPS-02 Management and Retention of Records
8. OPS-03 Recovery of Overpayments from Providers
9. OPS-04 Reporting of Overpayments Due to FWA
10. OPS-05 Excluded Individuals and Organizations
11. PCC-04 Provider Selection and Credentialing
12. QUAL-01 Grievance System Overview
13. QUAL-02 Member Rights
14. QUAL-03 Non-Discrimination
15. QUAL-04 Member Grievances
16. QUAL-06 Advance Directives and Declaration for Mental Health Treatment
17. QUAL-07 Transformation, Quality, and Performance Improvement
18. QUAL-10 Access to Care
19. QUAL-13 Mental Health and Addiction Parity
20. UM-07 Transition of Care

**EXHIBIT F
PAYMENT SCHEDULE**

County-Based Community Services: Clackamas County	
Investment Area	Amount
<i>Behavioral Health</i>	
Crisis Services	\$1,785,816
24hr Crisis Line	\$95,064
Peer Contracts	\$1,021,768
Health Promotion	\$171,848
Total Behavioral Health:	\$3,074,496
<i>Public Health</i>	
CHP	\$200,000
Tobacco Cessation	\$120,000
Regional Perinatal Continuum of Care	\$370,443
Total Public Health:	\$690,443
CY2021 Total Budget:	
	\$3,764,939
Monthly Allocation:	
	\$313,744.91

EXHIBIT G OHP ADDENDUM

The Core Contract requires certain additional provisions to be included in the agreement between Health Share and County. As such, County will comply with and cause any subcontractor of County to comply with, all of the provisions in this Oregon Health Plan (OHP) Addendum to the extent they are applicable to the services provided by County. If County subcontracts any functions of the Agreement, County will ensure that any subcontracts include all of the requirements set forth in this OHP Addendum. Capitalized terms used in this OHP Addendum that are not otherwise defined in this OHP Addendum or the Agreement have the meanings given to them in the Core Contract. Health Share may undertake any duties under this Addendum either directly or through Health Share's arrangement with a Plan Partner. Similarly, County will cooperate with and afford to any Plan Partner the same rights and obligations that the County owes to Health Share under the Agreement and the OHP Addendum. Therefore, references throughout this OHP Addendum to rights and obligations that County owes to Health Share should also be read to include an obligation to afford those same rights and obligations to a Plan Partner, unless the context suggests otherwise. References to "Medically Necessary" in the main body of the Agreement have the same meaning as "Medically Appropriate," as that term is defined under the statutes and regulations implementing the Oregon Health Plan.

- 1. General Commitment to Comply with Terms of Core Contract.** County has been given a copy of the Core Contract. County agrees to comply with all requirements, terms, conditions, commitments, responsibilities, and obligations applicable to a "Subcontractor" or a "Participating Provider," as those terms are defined and applied in the Core Contract, to the extent they are applicable to the services provided by County under this Agreement.
- 2. Continuum of Care.** County shall participate in activities to develop, support and promote Health Share's efforts to support a Continuum of Care that integrates Behavioral Health, Oral Health, and physical health interventions seamlessly and holistically. County shall support and assist Health Share in activities supporting the Continuum of Care that integrate health services by means of the activities set forth in Exhibit B, Part 4, Sections 1.b.1 through 1.b.6 of the Core Contract.
- 3. Prepaid Managed Care Health Services.** County shall coordinate the services that County furnishes its Members with the services the Member receives from any other prepaid managed care health services organization to avoid duplication of services as required by 42 C.F.R. § 438.208(b)(2) and (5).
- 4. Care Coordination.** County shall support and assist Health Share, as requested by Health Share, in meeting its care coordination obligations under Exhibit B, Part 4, Section 8 of the Core Contract.

5. **Access to Records and Facilities.** County must maintain its records and allow access to all records, documents, information, systems and facilities in accordance with Exhibit D, Section 15 of the Core Contract.
6. **No Billing for Non-Covered Services.** County will not bill Members for services that are not covered under the Core Contract unless there is a full written disclosure or waiver on file signed by the Member, in advance of the service being provided, in accordance with OAR 410-120-1280.
7. **Readiness and Ability to Perform Services.** County shall cooperate and assist with Health Share's evaluation and documentation of County's readiness and ability to perform the services hereunder.
8. **Audit by OHA.** County will provide timely access to records and facilities and cooperate with OHA Health Share in collection of information through consumer surveys, onsite reviews, medical chart reviews, financial reporting and financial record reviews, interviews with staff, and other information for the purposes of monitoring compliance with the Core Contract, including but not limited to verification of services actually provided, compliance with medical and other records security and retention policies and procedures, and for developing and monitoring performance and outcomes.
9. **Performance Monitoring.** County will cooperate with Health Share's policies, procedures, and actions, and will comply, as requested, with a Health Share request for information, documentation, reporting and access that permit Health Share to monitor County's performance on an ongoing basis and, as necessary, to perform a formal review of County's compliance with delegated responsibilities and performance, and to identify any deficiencies or areas for improvement, in accordance with 42 CFR 438.230. On identification of deficiencies or areas for improvement, County will be required to develop and implement a time specific plan for the correction of identified areas of noncompliance or substandard performance.
10. **Revocation of the Delegation of Activities or Obligations.** Health Share may revoke the delegation of activities or obligations and pursue the remedies contemplated by this Agreement in instances where OHA or Health Share has determined County has breached the terms of this Agreement.
11. **Federal Managed Care Requirements.** County will comply with the payment, withholding, incentive and other requirements of 42 CFR § 438.6 that are applicable to any services or supplies provided by County under this Agreement.
12. **Valid Claims.** As applicable, County will submit to Health Share valid claims for services including all the fields and information needed to allow the claim to be

processed without further information from the personnel providing services under this Agreement within timeframes for valid, accurate encounter data submission as required under Exhibit B, Part 8 and other provisions of the Core Contract.

13. Criminal Background Checks. County will conduct criminal background checks on all County personnel in advance of County personnel providing Services under this Agreement.

14. Program Integrity.

- a. County will comply with and perform all of the same obligations, terms, and conditions of Health Share as set forth in Exhibit B, Part 9 of the Core Contract.
- b. Health Share is in the process of developing a policy setting forth procedures for assessing sanctions and civil monetary penalties against subcontractors. Health Share agrees to provide County with a copy of the policy when it is finalized and amend this Agreement to include the policy in Exhibit E.
- c. County will also have its own fraud and abuse policies and procedures and a mandatory compliance plan, in accordance with in accordance with OAR 410-120-1510, 42 CFR 433.116, 42 CFR 438.214, 438.600 to 438.610, 438.808, 42 CFR 455.20, 455.104 through 455.106 and 42 CFR 1002.3, as applicable, which enable County to prevent and detect fraud and abuse activities as such activities relate to the OHP. County will review County's fraud and abuse policies annually.
- d. Unless expressly provided otherwise in Exhibit B, Part 9 of the Core Contract, County shall report any suspected Fraud, Waste, or Abuse to Health Share no more than five (5) business days after becoming aware of the suspicious case;
- e. County will cooperate, and require its subcontractors to cooperate, with Health Share, Health Share Partners, PAU and the MFCU investigators during any investigation of fraud or abuse. County will permit Health Share, Health Share Partners, OHA, CMS, the DHHS Inspector General, PAU, MFCU to inspect, evaluate, or audit books, records, documents, files, accounts, and facilities maintained by or on behalf of County or by or on behalf of any subcontractor, as required to investigate an incident of fraud and abuse. County will provide copies of reports or other documentation regarding the suspected fraud or abuse at no cost to Health Share, Health Share Partners, PAU or MFCU during an investigation.

- f. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for Sanctions imposed by OHA on Health Share to the extent the reason for the imposition of Sanctions by OHA under Exhibit B, Part 9, Sections 2 and 3 of the Core Contract is reasonably attributable to the action or inaction of County, provided however that before requiring County to indemnify Health Share for Sanctions, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of Sanctions assessed against Health Share that are not caused by the actions or inactions of County.

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for any civil money penalties that have been assessed by OHA pursuant to Exhibit B, Part 9, Section 4 of the Core Contract to the extent the reason for the imposition of civil money penalties is reasonably attributable to the action or inaction of County, provided however that before requiring County to indemnify Health Share for civil money penalties, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of the civil money penalties assessed against Health Share that are caused by the actions or inactions of County.

- g. County shall support and assist Health Share in the implementation of temporary management mechanisms, to the extent Health Share is required, in accordance with Exhibit B, Part 9, Section 5 of the Core Contract, to implement and impose such mechanisms.
- h. If OHA requires Health Share to develop and implement a CAP, as described in Exhibit B, Part 9, Section 6 of the Core Contract, County shall support and assist Health Share in developing and implementing the CAP and meeting its reporting obligations under the CAP, to the extent the issues and factors contributing to the breach that gave rise to the CAP are attributable, in whole or in part, in Health Share's sole discretion, to the action or inaction of County.
- i. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by Oregon Tort Claims Act, County shall indemnify Health Share for any civil money penalties that have been assessed by OHA pursuant to Exhibit B, Part 9, Section 7 of the Core Contract to the extent the reason for the imposition of civil money penalties is reasonably attributable to the action or inaction of County, provided however that before requiring County

to indemnify Health Share for civil money penalties, Health Share will follow the procedures set forth in Health Share's sanctions and civil monetary penalties policy and provided further that under no circumstances will County be required to indemnify Health Share for any share of the civil money penalties assessed against Health Share that are not caused by the actions or inactions of County.

- j. County shall support and assist Health Share in meeting the requirements set forth in Exhibit, Part 9, Section 8 of the Core Contract, as requested by Health Share, when indemnification, support or assistance by County is required under Exhibit D, Sections 17.f - 17.j of this Agreement.
- k. County shall develop and implement Fraud, waste, and Abuse prevention policies in accordance with Exhibit B, Part 9, Section 10 of the Core Contract.
- l. County shall comply with the terms and conditions applicable to "Contractor" set forth in Exhibit B, Part 9, Sections 11-18 of the Core Contract provided, however, that instead of submitting documentation or making reports to OHA, County shall report to Health Share only, and not OHA.

15. Abuse Reporting. County will comply with all patient abuse reporting requirements and fully cooperate with the State for purposes of ORS 410.610 et seq., ORS 419B.010 et seq., ORS 430.735 et seq., ORS 433.705 et seq., ORS 441.630 et seq., and all applicable rules associated with those statutes. Furthermore, County will comply with all protective services, investigation and reporting requirements described in OAR 943-045-0250 through 943-045-0370 and ORS 430.735 through 430.765.

16. Transparency: Public Posting of Contract Reports. Health Share is obligated under the terms of the Core Contract to submit a number of reports to OHA. Such reports may contain information reported to Health Share by County. As described in Exhibit D, Section 14 of the Core Contract, all reports required to be submitted by Health Share to OHA will be made readily available to the public on OHA's website. However, Health Share will have the opportunity to redact all information protected from disclosure under Applicable Laws, including Trade Secrets as such term is defined under ORS 192.345. County shall assist and cooperate with Health Share in reviewing the reports and determining whether any County-reported information can be redacted and protected from disclosure under Applicable Laws.

17. Timely Access to Care. County shall, and shall require its subcontractors to, meet standards for timely access to care and services, as set forth in the Core Contract and OAR 410-141-3220, which includes, without limitation, providing services

within a time frame that takes into account the urgency of the needs for services and offering hours of operation that are not less than the hours of operation offered to County's commercial patients (as applicable). County shall arrange for the provision of Services to Members during normal office hours that are not less than the hours of operation offered to County's other clients. County shall prioritize timely access to care for Prioritized Populations and shall meet the timely access standards set forth in Exhibit B, Part 4, Section 2.a of the Core Contract. County shall report information relating to barriers to access to care for Members, as requested by Health Share, and support and assist Health Share in drafting a report of the barriers to access to care and a strategic plan for removing such barriers.

18. Reporting of Preventive Services. If County provides any Preventive Care Services, County will report all services provided to Members to Health Share or Plan Partner to which the Member has been assigned for purposes of Health Share's or Plan Partner's Medical Case Management and Record Keeping responsibilities.

19. Reporting to OHA of Admissions or Discharges. If the services provided by County under this Agreement includes providing substance use disorder services or Mental Health Services, County will provide to OHA, within 30 days of admission or discharge, with all information required by OHAs most current reporting system, currently "Measures and Outcomes Tracking System" ("MOTS").

20. Required Background and Training for Substance Use Disorders. If the services provided by County under this Agreement includes the evaluation of Members for access to and length of stay in substance use disorder services, County will ensure that County's personnel providing such services have the training and background in substance use disorder services and working knowledge of American Society of Addiction Medicine ("ASAM") Patient Placement Criteria for the Treatment of Substance-Related Disorders, Second Edition-Revised ("PPC-2R"). County shall participate with OHA in a review of data about the impact of those criteria on service quality, cost, outcome and access.

21. Required Training in Integration and Foundations of Trauma Informed Care. County will ensure that County's personnel providing services under this Agreement are trained in integration, and Foundations of Trauma Informed Care (<http://traumainformedoregon.org/tic-intro-training-modules/>). County shall provide regular, periodic oversight and technical assistance on these topics to County's personnel providing services under this Agreement.

22. Required Training in Recovery Principles and Motivational Interviewing. County will ensure that County's personnel providing services under this Agreement are trained in recovery principles and motivational interviewing. County shall provide regular, periodic oversight and technical assistance on these

topics to Practitioners and County personnel providing services under this Agreement.

- 23. Trauma Informed Framework.** If the services provided by County under this Agreement includes the developing of Individual Service and Support Plans for Members, County will ensure that County's personnel providing such services assess for Adverse Childhood Experiences, trauma and resiliency in a Culturally and Linguistically Appropriate manner, using a Trauma Informed framework.
- 24. Drug Addiction Treatment Waivers.** If applicable, County will ensure that County's personnel providing services under this agreement who have a waiver under the Drug Addiction Treatment Act of 2000 and 42 CFR Part 8 are permitted to treat and prescribe buprenorphine for opioid addiction in any appropriate practice setting in which they are otherwise credentialed to practice and in which such treatment would be Medically Appropriate.
- 25. Substance Use Disorder Personnel to Provide Information about Community Resources.** If the services provided by County under this Agreement includes providing substance use disorder services, County will ensure that County's personnel providing such services will provide to Member, to the extent of available community resources and as clinically indicated, information and referral to community services which may include, but are not limited to: child care, elder care, housing, transportation, employment, vocational training, educational services, mental health services, financial services, and legal services.
- 26. No Marketing.** County may not initiate contact or Market independently to Potential Members, directly or through any agent or independent contractor, in an attempt to influence a Client's Enrollment with Health Share or any other entity, without the express written consent of OHA. County may not conduct, directly or indirectly, door-to-door, telephonic, mail, electronic, or other Cold Call Marketing practices to entice the Client to enroll with any entity, or to not enroll with another contractor. County may not seek to influence a Client's Enrollment with Health Share or any other entity in conjunction with the sale of any other insurance.
- 27. Third Party Liability Recovery.** County will provide, in a timely manner upon request, as requested by Health Share in accordance with a request by OHA, or as may be requested directly by OHA, with all Third-Party Liability eligibility information and any other information requested by OHA or Health Share, as applicable, in order to assist in the pursuit of financial recovery. County may not refuse to provide Services, to a Member because of a Third Party potential liability for payment for the Service. County will comply with 42 USC 1395y(b), which gives Medicare the right to recover its benefits from employers and workers' compensation carriers, liability insurers, automobile or no fault insurers, and employer group health plans before any other entity including County. County

acknowledges that where Medicare and Health Share have paid for services, and the amount available from the Third Party Liability is not sufficient to satisfy the Claims of both programs to reimbursement, the Third Party Liability must reimburse Medicare the full amount of its Claim before any other entity including County may be paid. County acknowledges that if the Third Party has reimbursed Health Share or County, or if a Member, after receiving payment from the Third Party Liability, has reimbursed Health Share or County, Health Share or County must reimburse Medicare up to the full amount that Health Share or County received, if Medicare is unable to recover its payment from the remainder of the Third Party Liability payment.

28. External Quality Review. In conformance with 42 CFR 438 Subpart E, County will cooperate with OHA by providing access to records and facilities for the purpose of an annual external, independent professional review of the quality outcomes and timeliness of, and access to, the services provided under this Agreement and releasing its right to subrogation in a particular case.

29. Member Rights Under Medicaid. County shall have written policies regarding Member rights and responsibilities under Medicaid law specified below and County shall:

- a. Ensure Members are aware that a second opinion is available from a Practitioner, or that County will arrange for Members to obtain a second opinion from a health care professional who is not a Practitioner, at no cost to Members.
- b. Not discriminate in the provision of Services to Members hereunder on the basis of enrollment in the Plan, race, color, national origin, ethnicity, ancestry, religion, sex, marital status, sexual orientation, mental or physical disability, medical condition or history, age or any other category protected under Applicable Laws.
- c. Ensure that Members are aware of their civil rights under Title VI of the Civil Rights Act and ORS Chapter 659A, that Member has a right to report a complaint of discrimination by contacting County, Health Share, OHA, the Bureau of Labor and Industries, or the Office of Civil Rights.
- d. Provide written notice to Members of County's nondiscrimination policy and process to report a complaint of discrimination on the basis of race, color, national origin, religion, sex, sexual orientation, marital status, age or disability in accordance with Applicable Laws, including Title VI of the Civil Rights Act and ORS Chapter 659A.

- e. Provide equal access for both males and females under 18 years of age to appropriate facilities, services, and treatment under this Agreement, consistent with OHA obligations under ORS 417.270.
- f. Make OHA certified or qualified health care interpreter services available free of charge to each Potential Member and Member. This applies to all non-English languages and sign language, not just those that OHA identifies as prevalent. County shall notify its Members, Potential Members, County personnel and Practitioners that oral and sign language interpretation services are available free of charge for any spoken language and sign language and that written information is available in prevalent non-English languages as specified in 42 CFR §438.10(d)(4). County shall notify Potential Members and Members in Marketing Materials, and in County's new hire or other on-boarding materials and other communications, about how to access oral and sign language interpretation and written translation services.
 - i. County shall comply with the requirements of Title II of the Americans with Disabilities Act and Title VI of the Civil Rights Act by assuring communication and delivery of Services to Members with diverse cultural and ethnic backgrounds. Such communication and delivery of Services in compliance with such laws may also require, without limitation, certified or qualified interpreter services for those Members who have difficulty communicating due to a medical condition, disability, or limited English proficiency, or where no adult is available to communicate in English, or there is no telephone. County shall maintain written policies, procedures and plans in accordance with the requirements of OAR 410-141-3515. County shall comply with the requirements of Title II of the Americans with Disabilities Act and ensure that Services provided to Members with disabilities are provided in the most integrated setting appropriate to the needs of those Members. County shall ensure that its employees, subcontractors and facilities are prepared to meet the special needs of Members who require accommodations because of a disability or limited English proficiency. County shall report data on language access and interpreter services to Health Share as requested by Health Share to meet its reporting obligations under Exhibit B, Part 4, Section 2.j of the Core Contract.
 - ii. County shall ensure that all County personnel and Practitioners with Potential Members are fully informed of County policies and the provision of Certified or Qualified Health Care Interpreter services including the Practitioner's offices that have bilingual capacity.

- g. Have in place a mechanism to help Members and Potential Members understand the requirements and benefits of County's plan and develop and provide written information materials and educational programs consistent with the requirements of OAR 410-141-3580 and 410-141-3585.
- h. Allow each Member to choose the Member's own health professional from available Practitioners and facilities to the extent possible and appropriate.
- i. Require, and cause its Practitioners to require, that Members receive information on available treatment options and alternatives presented in a manner appropriate to the Member's condition, preferred language, and ability to understand.
- j. Allow each Member the right to: (i) be actively involved in the development of Treatment Plans to the extent Services provided hereunder are Covered Services, (ii) participate in decisions regarding such Member's own health care, including the right to refuse treatment; (iii) and have the opportunity to execute a statement of wishes for treatment, including the right to accept or refuse medical, surgical, or Behavioral Health treatment, (iv) execute directives and powers of attorney for health care established under ORS 127.505 to 127.660 and the Omnibus Budget Reconciliation Act of 1990 -- Patient Self-Determination Act, and (v) have Family involved in such Treatment Planning.
- k. Allow each Member the right to request and receive a copy of Member's own Health Record, (unless access is restricted in accordance with ORS 179.505 or other Applicable Law) and to request that the records be amended or corrected as specified in 45 CFR Part 164.
- l. Ensure that each Member has access to Services that are Covered Services which at least equals access available to other persons served by County.
- m. Ensure Members are free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliations specified in federal regulations on the use of restraints and seclusion.
- n. Require, and cause its Practitioners to require, that Members are treated with respect, with due consideration for the Member's dignity and privacy, and the same as non-Members or other patients who receive services equivalent to Services that are Covered Services.
- o. Ensure, and cause its Practitioners to ensure, that each Member is free to exercise Member's rights, and that the exercise of those rights does not

adversely affect the way County, County personnel, County subcontractors, Practitioners or OHA treat the Member. County shall not discriminate in any way against Members when those Members exercise their rights under the OHP.

- p. Ensure that any cost sharing authorized under this Agreement for Members is in accordance with 42 CFR §447.50 through 42 CFR §447.90 and the applicable Oregon Administrative Rules.
- q. Notify Members of their responsibility for paying a Co-Payment for some services, as specified in OAR 410-120-1230.
- r. If available and upon request by Members, utilize electronic methods to communicate with and provide Member information, provided however that County may only use electronic communications if:
 - i. The recipient has requested or approved electronic transmittal;
 - ii. The identical information is available in written, hard copy format upon request;
 - iii. The information does not constitute a direct notice related to an Adverse Benefit Determination or any portion of the Grievance, Appeal, Contested Case Hearing or any other Member rights or Member protection process;
 - iv. Language and alternative format accommodations are available; and
 - v. All HIPAA requirements are satisfied with respect to personal health information.

30. Provider Demographics. County shall report all information to Health Share, as reasonably requested by Health Share, that Health Share will require to prepare its annual Workforce Report, as further described in Exhibit B, Part 4, Section 4 of the Core Contract.

31. Access to OHA Computer Systems. If the services performed under this Agreement requires County 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 access to such OHA Information Assets or Network and Information Systems, County will comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the

meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

32. Required Federal Terms and Conditions. County shall comply and cause all subcontractors to comply with all applicable standards, policies, orders or requirements that apply to “Contractor” as stated in Exhibit E of the Core Contract.

33. HIPAA Compliance. The parties acknowledge and agree that each of OHA, Health Share, and County is a “covered entity” for purposes of privacy and security provisions of the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA).

- a. County will comply with HIPAA to the extent that any of its activities arising under the Agreement are covered by HIPAA. For example, County shall enter into a business associate agreement with Health Share when required under, and in accordance with, HIPAA.
- b. County will develop and implement such policies and procedures for maintaining the privacy and security of records and authorizing the use and disclosure of records required to comply with this Agreement and the Core Contract and with HIPAA.
- c. Individually Identifiable Health Information about specific individuals is protected from unauthorized use or disclosure consistent with the requirements of HIPAA. County will not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate HIPAA, Privacy Rules in 45 CFR Parts 160 and 164, OHA Privacy Rules, OAR 407-014-0000 et. seq., or either the OHA or Health Share Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at: <https://apps.state.or.us/Forms/Served/DE2090.pdf>, or may be obtained from OHA. A copy of Health Share’s Notice of Privacy Practices is posted on the web site at: <http://healthshareoregon.org/notice-of-privacy-practice/>.
- d. County acknowledges and agrees that protected health information (“PHI”) disclosed by County to Health Share may be used by or disclosed to a Health Share Partner pursuant to a business associate agreement between those parties when permissible by Applicable Laws or pursuant to a written consent in compliance with 42 C.F.R. Part 2, as may be amended from time to time. County will obtain Member’s written consent, as required by 42 C.F.R. Part 2 and as may be specified by Health Share, to allow Member’s PHI to be disclosed by County to Health Share Partners and redisclosed by Health Share Partners to Health Share and OHA, but only as such disclosure

and redisclosure is reasonably requested by Health Share, and permitted both by Applicable Laws and this Agreement.

- e. County will adopt and employ reasonable administrative, technical and physical safeguards consistent with the Security Rules in 45 CFR Part 164 to ensure that Member Information shall be used by or disclosed only to the extent necessary for the permitted use or disclosure and consistent with Applicable Laws and the terms and conditions of this Agreement. Security incidents involving Member Information must be immediately reported to Health Share's Compliance Officer.
- f. County will comply with the HIPAA standards for electronic transactions published in 45 CFR Part 162 and the DHS EDT Rules and OAR 407-014-000 through 407-014-0205. In order for County to exchange electronic data transactions with OHA in connection with Claims or encounter data, eligibility or Enrollment information, authorizations or other electronic transaction, County shall comply with the OHA EDT Rules.
- g. If County reasonably believes that County's, Health Share's or OHA's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, County will promptly consult the Health Share Privacy officer. County, Health Share, or OHA may initiate a request for testing of HIPAA transaction requirements, subject to available resources and OHA testing schedule.

34. Health Information Technology. County shall maintain a Health Information System that meets the standards set forth in Exhibit J, Section 1 of the Core Contract.

35. Social Determinants of Health and Equity. County shall assist and cooperate with Health Share in carrying out its obligations under Exhibit K of the Core Contract.

36. Minority-Owned, Woman-Owned and Emerging Small Business Participation. County shall take reasonable steps, such as through a quote, bid, proposal, or similar process, to ensure that MWESB certified firms are provided an equal opportunity to compete for and participate in the performance of any subcontracts under this Agreement.

37. Third-Party Insurance. County will report any Other Primary, third-party Insurance to which a Member be entitled, and shall report such information to Health Share within a timeframe that enables Health Share to report such information to OHA within thirty (30) days of County becoming aware that the applicable Member has such coverage, as required under Exhibit B, Part 8, Section 16 of the Core Contract.

- 38. Involuntary Psychiatric Care.** County shall ensure that any involuntary treatment provided under the Agreement is provided in accordance with Exhibit M, Section 15 of the Core Contract, as applicable. County's director shall work with Health Share to assign civilly committed Members to placement and participate in circuit court hearings related to planned placements, if applicable.
- 39. Workers' Compensation Coverage.** County will comply with ORS 656.017, and will provide worker's compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2).
- 40. Conflicts.** Conflicts between the main body of the Agreement and this OHP Addendum will be resolved and controlled by this OHP Addendum.
- 41. FQHCs, RHCs, and IHCPs.** County will document, maintain and provide to Health Share all encounter data records that document County's reimbursement to federally qualified health centers ("FQHCs"), rural health centers ("RHCs"), and Indian health care providers ("IHCPs").
- 42. Governing Board and Governance Structure.** County shall assist and cooperate with Health Share to fulfill its reporting obligations under Exhibit B, Part 1, Section 1 of the Core Contract.
- 43. Clinical Advisory Panel.** County shall support Health Share's establishment of a Clinical Advisory Panel and shall provide representatives to serve on the Clinical Advisory Panel as reasonably requested by Health Share, if any.
- 44. Tribal Liaison.** County shall assist and support Health Share in the selection and appointment of a Tribal Liaison, in accordance with Exhibit B, Part 1, Section 3.a. of the Core Contract. Such assistance and support may include, if requested by Health Share, appointing a County employee to serve as the Tribal Liaison whose job responsibilities shall be as outlined in Exhibit B, Part 1, Section 3.b. of the Core Contract and any OHA Guidance Documents, as contemplated in Exhibit B, Part 1 Section 3.c. of the Core Contract.
- 45. Delivery System Network Provider Monitoring and Reporting.** County shall support and assist Health Share in meeting its obligations under Exhibit G of the Core Contract.
- 46. Transformation and Quality Strategy.**
- a. County shall assist and cooperate with Health Share in the development and implementation of a Transformation and Quality Strategy and TQS Progress Report. County shall implement all quality assurance and

performance improvement measures that are developed by Health Share as part of Health Share's Transformation and Quality Strategy.

- b. County shall assist and cooperate with Health Share in Health Share's measuring and reporting to OHA its performance using the performance measures set forth in Exhibit B, Part 10, Section 3 of the Core Contract.
- c. OHA has implemented a Quality Pool incentive program that rewards CCOs that demonstrate quality of care provided to their Members as measured by their performance or improvement on the outcome and Quality Measures established by OHA's Metrics & Scoring Committee. County shall collaborate with Health Share to address outcome and Quality Measures, as applicable to County, and work towards sustained improvement in order to assist Health Share in meeting or exceeding its performance targets as set by OHA's Metrics & Scoring Committee. If earned, Health Share may distribute monetary incentive payments from the Quality Pool to County based on Health Share's policies and procedures governing quality pool funds.
- d. County shall assist, cooperate, and participate with Health Share in the development, implementation and reporting of ongoing Performance Improvement Projects that Health Share designs to achieve, through ongoing measurements and intervention, significant improvement, sustained over time, in clinical and non-clinical areas that are expected to improve health outcomes and Member satisfaction.
- e. County shall assist and cooperate with the activities of Health Share's Quality Health Outcomes Committee.
- f. County shall, and shall require its subcontractors and Practitioners, to cooperate with Health Share and OHA by providing access to records and facilities and sufficient information for the purpose of an annual external, independent professional review of County compliance with all applicable state and federal rules, this Agreement, and of the quality outcomes and timeliness of, and access to, Services under this Agreement.

January 28, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Amendment to an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Choice Model Services

Purpose/ Outcomes	The Agreement provides funding to the County for local administration of Choice Model Services for eligible residents of Clackamas County.
Dollar Amount and Fiscal Impact	Amendment value is \$847,893. New maximum value of this revenue agreement is \$2,119,732.51
Funding Source	State of Oregon, Oregon Health Authority funding.
Duration	Effective January 1, 2021 through December 31, 2021.
Previous Board Action	The 2019-2020 Choice Model Services Agreement was approved by the Board on August 1, 2019, Agenda Item 081519-A3.
Counsel Review	Counsel reviewed and approved Agreement January 4, 2021 (KR).
Procurement Review	Was this item reviewed by Procurement? No. Procurement review not required for revenue agreements.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Contract No.	9401

BACKGROUND:

The Behavioral Health Division of the Health, Housing & Human Services Department requests approval of Amendment #01 to an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for the operation of Choice Model Services. Choice Model Services are designed to promote effective use of facility-based mental health treatment, increase care coordination and increase accountability at a local and state level. The initiative supports adults with serious and persistent mental illness (SPMI) in the least restrictive environment possible and minimize use of long-term institutional care.

Behavioral Health is required to provide Exceptional Needs Care Coordination, as appropriate to the needs, preferences and choices of each individuals and activities to remove barriers and facilitate integrated services and supports, which are not funded through other sources. These activities may include, but are not limited to, room and board payments; rental assistance; utility payments; prescription or over-the-counter medications and medical supplies not covered by Medicaid or other sources; transportation; establishment of guardianship services; and peer delivered services.

This Amendment, with the value of \$847,893, is effective from January 1, 2021 and continues through December 31, 2021.

RECOMMENDATION:

Staff recommends Board approval of this Amendment and authorization for Richard Swift, H3S Director, to sign the Agreement, Document Return Statement, and future amendments to the Agreement on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Director
Health, Housing and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9401	Division: BH	<input type="checkbox"/> Subrecipient
Board Order #:	Contact: Russell, Angela	<input checked="" type="checkbox"/> Revenue
	Program Contact: Brink, Angela	<input checked="" type="checkbox"/> Amend # 1 \$ \$847,893.00
		<input type="checkbox"/> Procurement Verified
		<input type="checkbox"/> Aggregate Total Verified

Non BCC Item BCC Agenda **Date:** Thursday, January 21, 2021

CONTRACT WITH: State of Oregon, OHA

CONTRACT AMOUNT: \$2,119,732.51

TYPE OF CONTRACT

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

DATE RANGE

- | | | | |
|---|---|--|-----------------------|
| <input type="checkbox"/> Full Fiscal Year | - | <input type="checkbox"/> 4 or 5 Year | - |
| <input type="checkbox"/> Upon Signature | - | <input type="checkbox"/> Biennium | - |
| <input type="checkbox"/> Other | - | <input checked="" type="checkbox"/> Retroactive Request? | 1/1/2021 - 12/31/2021 |

INSURANCE What insurance language is required?

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

BOILER PLATE CHANGE

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

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

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

COUNTY COUNSEL

Yes by: Rastetter, Kathleen Date Approved: Monday, January 4, 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: _____



Agreement Number 159275

**AMENDMENT TO
STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

This is amendment number **01** to Agreement Number **159275** between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as “OHA” and

**Clackamas County acting by and through its Behavioral Health Division
2051 Karen Road, Suite 154
Oregon City, Or 97045
Attention: Pam Douglas, Contract Analyst
Elise Thompson
Telephone: (503) 742-5316
Facsimile: (503) 742-5312
E-mail address: pameladou@co.clackamas.or.us
ethompson@co.clackamas.or.us**

hereinafter referred to as “County.”

1. This Amendment, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Amendment has been approved by the Department of Justice or **December 31, 2020**, whichever date is later per the authority under OAR 125-247-0288.
2. The Agreement is hereby amended as follows:
 - a. Section 1 “Effective Date and Duration” is hereby amended to change the expiration date from December 31, 2020 to December 31, 2021.
 - b. Exhibit E, “Financial Pages,” is hereby amended as set forth in Attachment 1, attached hereto and incorporated herein by this reference.

3. Except as expressly amended above, all other terms and conditions of the original Agreement and any previous amendments are still in full force and effect. County certifies that the representations, warranties and certifications contained in the original Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of this amendment.
4. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
 - a. The County is in compliance with all insurance requirements of Exhibit C of the original 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 for any extension of the insurance coverage required by Exhibit C of the original Agreement, within 30 days of execution of the original Agreement Amendment. 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;
 - b. 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;
 - c. The information shown in County Data and Certification, of original Agreement or as amended is County’s true, accurate and correct information;
 - d. 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;
 - e. 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>;
 - f. County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Nonprocurement Programs” found at: <https://www.sam.gov/portal/public/SAM/>;

- g. County is not subject to backup withholding because:
 - (1) County is exempt from backup withholding;
 - (2) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (3) The IRS has notified County that County is no longer subject to backup withholding.
- h. County Federal Identification Number (FEIN) provided to OHA is true and accurate. If this information changes, County is also required to provide OHA with the new FEIN within 10 days.

4. County Data. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Clackamas County

Street address: 2051 Kaen Road, Suite 154

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

Email address: EThompson@clackamas.us and BHContracts@clackamas.us

Telephone: (503) 742-5335 Facsimile: (503) 742-5312

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

Workers' Compensation Insurance Company: Self-insured

Policy #: N/A Expiration Date: Ongoing

5. Signatures.

COUNTY: YOU WILL NOT BE PAID FOR SERVICES RENDERED PRIOR TO NECESSARY STATE APPROVALS

Clackamas County acting by and through its Behavioral Health Division By:

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**State of Oregon acting by and through its Oregon Health Authority
By:**

_____	_____
Authorized Signature	Printed Name
_____	_____
Title	Date

**Approved by: Director, OHA Health Systems Division
By:**

_____	_____	_____	_____
Authorized Signature	Printed Name	Title	Date

Approved for Legal Sufficiency:

Via e-mail by Jeffrey J. Wahl, Assistant Attorney General on December 18, 2020; email in agreement file.

_____	_____
Department of Justice	Date

OHA Program

Approved via email by Theresa Naegeli on December 17, 2020; email in agreement file.

Attachment 1 Exhibit E Financial Pages

MODIFICATION INPUT REVIEW REPORT

MOD#: M0250

CONTRACT#: 159275

CONTRACTOR: CLACKAMAS COUNTY-CHOICE

INPUT CHECKED BY: _____

DATE CHECKED: _____

SE#	FUND CODE	PROJ CPMS PROVIDER	EFFECTIVE DATES	SLOT CHANGE/TYPE	RATE	OPERATING DOLLARS	STARTUP PART DOLLARS ABC	PART IV	PAAF CD	BASE	CLIENT CODE	SP#	
FISCAL YEAR: 2020-2021													
	BASE	CHOICE MODEL SERVICE											
6	804	CHOICE	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$402,749.18	\$0.00	A	1	N		1	
	BASE	CHOICE MODEL SERVICE											
6	804	CHOICE	1/1/2021 - 6/30/2021	0 /NA	\$0.00	\$21,197.33	\$0.00	C	1	N		2	
TOTAL FOR SE# 6						<u>\$423,946.51</u>	<u>\$0.00</u>						
TOTAL FOR 2020-2021						<u>\$423,946.51</u>	<u>\$0.00</u>						
FISCAL YEAR: 2021-2022													
	BASE	CHOICE MODEL SERVICE											
6	804	CHOICE	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$402,749.17	\$0.00	A	1	N		1	
	BASE	CHOICE MODEL SERVICE											
6	804	CHOICE	7/1/2021 - 12/31/2021	0 /NA	\$0.00	\$21,197.32	\$0.00	C	1	N		2	
TOTAL FOR SE# 6						<u>\$423,946.49</u>	<u>\$0.00</u>						
TOTAL FOR 2021-2022						<u>\$423,946.49</u>	<u>\$0.00</u>						
TOTAL FOR M0250 159275						\$847,893.00	\$0.00						

OREGON HEALTH AUTHORITY
Direct Contract

CONTRACTOR: CLACKAMAS COUNTY-CHOICE
DATE: 12/14/2020

CONTRACT#: 159275
AMENDMENT#: 001

REASON FOR CONTRACT/AMENDMENT:

Choice Model Services (MHS 6), payments are added.

SPECIAL CONDITIONS:

- 1 These payments are for MHS 06 Choice Model Services.
- 2 These payments are for MHS 06 Choice Model Services performance payment.

DOCUMENT RETURN STATEMENT

Please complete the following statement and return with the completed signature page and the Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable.

If you have any questions or find errors in the above referenced Document, please contact the contract specialist.

Document number: 159275, Amendment #01 , hereinafter referred to as "Document."

I, _____
Name Title

received a copy of the above referenced Document, between the State of Oregon, acting by and through the Department of Human Services, the Oregon Health Authority, and

_____ by email.

Contractor's name

On _____,
Date

I signed the electronically transmitted Document without change. I am returning the completed signature page, Contractor Data and Certification page and/or Contractor Tax Identification Information (CTII) form, if applicable, with this Document Return Statement.

Authorizing signature

Date

Please attach this completed form with your signed document(s) and return to the contract specialist via email.

January 28, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #3 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program

Purpose/Outcomes	Amendment #3 increases the fees paid to OHA for the Food Bourne Illness Prevention Program
Dollar Amount and Fiscal Impact	Amendment #03 increases the contract value by \$90,069 brining the contract maximum value to \$715,859.00
Funding Source	Fee for Services - No County General Funds are involved.
Duration	Effective upon signature and terminates on June 30, 2021
Previous Board Action	The Board previously reviewed and approved this agreement on June 22, 2017, Agenda item 062217-A2
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 December 14, 2020 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.	8351-03

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #3 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority for the Food Bourne Illness Prevention Program. This agreement allows CCPHD to provide complete environmental health food licensing and inspections to safeguard the health of residents in Clackamas County. Amendment #3 increases the fees paid to OHA for the Food Bourne Illness Prevention Program as outlined by ORS 624.490.

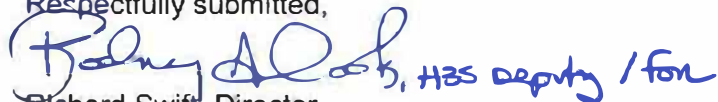
Amendment #03 increases the contract value by \$90,069 brining the contract maximum value to \$715,859.00. This Amendment is effective upon signature and continues through June 30, 2021.

Page 2 Staff Report
January 21, 2020
Agreement #8351-03

RECOMMENDATION:

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

Respectfully submitted,


Richard Swift, Director
Health, Housing, and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 8351

Division: PH

Subrecipient

Board Order #:

Contact: Weber, Jeanne

Revenue

Program Contact:

Amend # 3 \$ \$90,069.00

Hamilton, Julie

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date: Thursday, January 21, 2021

CONTRACT WITH: OR-Oregon Health Authority

CONTRACT AMOUNT: \$715,859.00

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year _____ - _____

4 or 5 Year _____ - _____

Upon Signature _____ - 6/30/2021

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 Kathleen Rastetter _____

Date Approved: Monday, December 14, 2020

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
 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: 1/21/2021** _____

PURPOSE OF

CONTRACT/AGREEMENT: Foodbourn Illness Protection Program (FIPP)

Amendment #3 increases the amount paid to OHA foir year 2 of the bienium.per
ORS 624.490,

H3S CONTRACT NUMBER: 8351 _____

**OREGON HEALTH AUTHORITY
INTERGOVERNMENTAL AGREEMENT
FOR ENVIRONMENTAL 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 **Third Amendment** to Oregon Health Authority Intergovernmental Agreement for Environmental Health Services (as amended the “Agreement”), is between the State of Oregon acting by and through its Oregon Health Authority (“OHA”) and Clackamas County Health Department, the Local Public Health Authority (“LPHA”), acting by and through its Health and Human Services Department, each a “Party” and together, the “Parties.”

AGREEMENT

1. Section 6, LPHA Responsibilities, Subsection 6.2, is hereby amended as follows: language to be replaced or changed is ~~struck through~~; new language is **underlined and bold**.
 - 6.2 Not later than thirty (30) days following receipt of an invoice from OHA, remit the following licensing fees to OHA:
 - For the tourist facility program, fifteen percent (15 %) of the state licensing fee or fifteen percent (15 %) of the county licensing whichever is less collected by county that quarter, in accordance with ORS 446.425;
 - For the pool facility program, in the amount of \$45, for each license issued by the LPHA in that quarter under ORS 448.035 or such other amount agreed upon by the parties;
 - For the restaurant, bed and breakfast facility, commissary, mobile unit and warehouse licensing programs, a predetermined percentage of licensing revenue. For each biennium, this amount is determined by dividing OHA’s food program costs by the total projected statewide licensing revenue. Statewide revenue is calculated using marker fees set forth in ORS 624.490. The projected food program cost for July 1, 2019 through June 30, 2020 is \$1,025,276. The total statewide revenue projection for this timeframe is \$5,891,104. The resulting remittance factor is 17.4%. ($\$1,025,276 \div \$5,891,104 = 17.4\%$)

NOTE: This remittance factor is based on statewide licensing fees set forth in ORS 624.490 prior to July 1, 2019. Senate Bill 28 of the 2019 Oregon Legislative Session increased statewide licensing fees effective July 1, 2019. The remittance factor of 17.4% will remain in effect for one year (July 1, 2019 through June 30, 2020). An amendment to this Agreement will address the revised licensing fees for the second half of the biennium (July 1, 2020 through June 30, 2021) as necessary;
 - **The remittance factor for July 1, 2020 through June 30, 2021 is 14.68%. (Total annual cost to implement the statewide food program (\$1,288,257) divided by the statewide revenue projection (\$8,775,785) equals the remittance factor (14.68%)).**
 - **For Clackamas County, the total remittance to OHA to support the statewide food program from July 1, 2020 to June 30, 2021 is \$90,069**

2. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect.
3. 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.
4. This Amendment becomes effective on the date of the last signature below.
5. LPHA Data and Certification.
 - a. **LPHA Information.** LPHA shall provide information set forth below. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Clackamas County

Street address: 2051 Kaen Rd.

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

Email address: rswift@clackamas.us

Telephone: (503) 650-5694 Facsimile: ()

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured

Policy #: _____ Expiration Date: _____

The above information must be provided prior to Agreement approval. LPHA shall provide proof of Insurance upon request by OHA or OHA designee.

- b. **Certification.** The LPHA 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 LPHA and that pertains to this Agreement or to the project for which the Agreement work is being performed. The LPHA 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. LPHA 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 LPHA. Without limiting the generality of the foregoing, by signature on this Agreement, the LPHA hereby certifies that:
 - (1) The information shown in this Section 5, LPHA Data and Certification, is LPHA's true, accurate and correct information;
 - (2) To the best of the undersigned's knowledge, LPHA 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;
 - (3) LPHA and LPHA'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>;

- (4) LPHA 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/>; and
 - (5) LPHA is not subject to backup withholding because:
 - (a) LPHA is exempt from backup withholding;
 - (b) LPHA has not been notified by the IRS that LPHA is subject to backup withholding as a result of a failure to report all interest or dividends; or
 - (c) The IRS has notified LPHA that LPHA is no longer subject to backup withholding.
- c. LPHA is required to provide its Federal Employer Identification Number (FEIN). By LPHA’s signature on this Agreement, LPHA hereby certifies that the FEIN provided to OHA is true and accurate. If this information changes, LPHA is also required to provide OHA with the new FEIN within 10 days.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below their respective signatures.

6. Signatures.

OREGON HEALTH AUTHORITY

By: _____
 Name: Andre Ourso
 Title: Administrator, Center for Health Protection
 Date: _____

Clackamas County Health Department LOCAL PUBLIC HEALTH AUTHORITY

By: _____
 Name: Richard Swift
 Title: Director, Health, Housing and Human Services
 Date: _____

DEPARTMENT OF JUSTICE – APPROVED FOR LEGAL SUFFICIENCY

Jeffrey J. Wahl approved via email 7/16/2020.

REVIEWED BY OHA PUBLIC HEALTH ADMINISTRATION

By: _____
 Name: Brett Sherry (or designee)
 Title: Program Manager
 Date: _____

January 28, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment #16 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 #16 adds funding to Program Element 12- Public Health Emergency Preparedness and Response, Program Element 40-02 WIC NSA: October – June, and Program Element 43-06 – Cares Flu
Dollar Amount and Fiscal Impact	Contract is increased by \$72,789. Bringing the contract maximum value to \$11,730,162
Funding Source	Funding through the State - No County General Funds are involved.
Duration	Effective November 1, 2020 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,
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 December 15, 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.	9329-16

BACKGROUND:

The Clackamas County Public Health Division (CCPHD) of the Health, Housing & Human Services Department requests the approval of Amendment #16 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority. Amendment #16 adds funding to Program Element 12- Public Health Emergency Preparedness and Response, Program Element 40-02 WIC NSA: October – June, and Program Element 43-06 – Cares Flu Contract is increased by \$72,789. Bringing the contract maximum value to \$11,730,162

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

Page 2 Staff Report
January 21, 2021
Agreement #9329-16

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Richard Swift, H3S Deputy / for". The signature is stylized and written in cursive.

Richard Swift, Director
Health, Housing, and Human Services

Contract Transmittal Form

Health, Housing & Human Services Department

H3S Contract #: 9329

Division: PH

Subrecipient

Board Order #:

Contact: Weber, Jeanne

Revenue

Amend # 16 \$ 72,789.00

Program Contact:

Swift, Rich

Procurement Verified

Aggregate Total Verified

Non BCC Item

BCC Agenda

Date: Thursday, January 21, 2021

CONTRACT WITH: OR-Oregon Health Authority

CONTRACT AMOUNT: \$11,730,162.00

TYPE OF CONTRACT

Agency Service Contract

Memo of Understanding/Agreement

Construction Agreement

Professional, Technical & Personal Services

Intergovernmental Agreement

Property/Rental/Lease

Interagency Services Agreement

One Off

DATE RANGE

Full Fiscal Year -

4 or 5 Year -

Upon Signature -

Biennium -

Other -

Retroactive Request? 11/1/2020 - 6/30/2021

INSURANCE What insurance language is required?

Checked Off N/A

Commercial General Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Business Automobile Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Professional Liability:

Yes

No, not applicable

No, waived

If no, explain why:

Approved by Risk Mgr _____

Risk Mgr's Initials and Date

BOILER PLATE CHANGE

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

No

Yes (must have CC approval-next box)

N/A

(Not a County boilerplate - must have CC approval)

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

COUNTY COUNSEL

Yes by Kathleen Rastetter

Date Approved: Monday, December 14, 2020

OR

This contract is in the format approved by County Counsel.

SIGNATURE OF DIVISION REPRESENTATIVE:

Date: _____

H3S Admin
Only

Date Received: _____

Date Signed: _____

Date Sent: _____

AGREEMENTS/CONTRACTS

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

ORIGINATING COUNTY

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

PURCHASING FOR: Contracted Services _____

OTHER PARTY TO

CONTRACT/AGREEMENT: OR-Oregon Health Authority _____

BOARD AGENDA ITEM

NUMBER/DATE: _____ DATE: 1/21/2021 _____

PURPOSE OF

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

AAmendment #16 adds funds to PE-12 PHEP, PE40-02,and PE43-06 increasing contract value by \$72,789. bringing the Maximum contract value to \$11,730,162.00.

H3S CONTRACT NUMBER: 9329 _____

Agreement #159803



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

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This Sixteenth 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.**

By: _____
Name: /for/ Carole L. Yann
Title: Director of Fiscal and Business Operations
Date: _____

CLACKAMAS COUNTY LOCAL PUBLIC HEALTH AUTHORITY

By: _____
Name: _____
Title: _____
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 Sunday, November 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
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	\$0.00	\$2,799,435.00
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)	\$165,988.00	\$11,398.00	\$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
PE40-02	WIC NSA: October - June	\$574,475.00	\$5,000.00	\$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

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 Sunday, November 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
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	\$52,376.00	\$56,391.00	\$108,767.00
PE44-01	SBHC Base	\$300,000.00	\$0.00	\$300,000.00
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
		\$6,444,346.00	\$72,789.00	\$6,517,135.00

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 Sunday, November 1, 2020	This Action Existing Award FY 2021	
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
5) Foot Notes:				
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.			
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.			
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.			
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.			
PE40-04	Initial SFY21: Report eligible expenses in Q2, Q3 and Q4 on the Quarterly Revenue and Expenditure Report			
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)			
PE40-02	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			
PE40-01	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).			

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 Sunday, November 1, 2020		This Action Existing Award FY 2021
		3) Award Period From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
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.			
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.			
PE12	11/2020: Increase award due to OHA's carryover funds from CDC, funds awarded to SFY21 must be spent by June 30, 2021			
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.			
PE01-04	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.			
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.			
PE01-04				
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			
PE02				
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			
PE13-01				
PE27-04	Initial SFY21: \$16,248 available 7/1/2020 - 9/29/2020.			

State of Oregon Oregon Health Authority Public Health Division				
1) Grantee		2) Issue Date		This Action
Name: Clackamas County		Sunday, November 1, 2020		Existing Award
Street: 2051 Kaen Rd., Suite 637				FY 2021
City: Oregon City		3) Award Period		
State: OR Zip: 97045-4035		From July 1, 2020 through June 30, 2021		
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
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			
PE40-04				
PE40-05	Initial SFY21: 50% to be paid on 7/1/2020; 50% to be paid on 10/1/2020			
PE42-03				
PE42-04				
PE42-06				
PE42-11				
PE42-12				
PE43-01				
PE43-06				
PE44-01				
PE44-02				
PE46-05				
PE50				

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 Sunday, November 1, 2020	This Action Existing Award	FY 2021	
3) Award Period From July 1, 2020 through June 30, 2021				
4) OHA Public Health Funds Approved				
Number	Program	Previous Award Balance	Increase / Decrease	Current Award Balance
PE51-01				
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

PE12 Public Health Emergency Preparedness and Response (PHEP)

Federal Award Identification Number:	NU90TP922036	NU90TP922036
Federal Award Date:	06/22/2020	07/07/2020
Performance Period:	07/01/2019-06/30/2024	07/01/2019-06/30/2021
Awarding Agency:	DHHS/CDC	DHHS/CDC
CFDA Number:	93.069	93.069
CFDA Name:	Public Health Emergency	Public Health Emergency
Total Federal Award:	\$8,158,206	\$8,106,290
Project Description:	Public Health Emergency	PHEP Carryover Funds
Awarding Official:	Lisa Davis	Brandi Johnson
Indirect Cost Rate:	17.85%	17.45%
Research and Development (T/F):	FALSE	FALSE
PCA:	53318	53394
Index:	50407	50407

Agency	DUNS No.	Amount	Amount	Grand Total
Clackamas	096992656	\$165,988.00	\$11,398.00	\$177,386.00

PE40-02 WIC NSA: October - June

Federal Award Identification Number:	217OROR7W1003	217OROR7W1003	217OROR7W1003
Federal Award Date:	5/1/2020	5/1/2020	5/1/2020
Performance Period:	10/1/2020-6/30/2021	10/1/2020-6/30/2021	10/1/2020-6/30/2021
Awarding Agency:	USDA FNS	USDA FNS	USDA FNS
CFDA Number:	10.557	10.557	10.557
CFDA Name:	WIC NSA Grant	WIC NSA Grant	WIC NSA Grant
Total Federal Award:	30,000,000	30,000,000	30,000,000
Project Description:	Supplemental Nutrition Program (WIC)	Supplemental Nutrition Program (WIC)	Supplemental Nutrition Program (WIC)
Awarding Official:	USDA Western Region	USDA Western Region	USDA Western Region
Indirect Cost Rate:	17.56%	17.56%	17.56%
Research and Development (T/F):	FALSE	FALSE	FALSE
PCA:	52278	52280	52279
Index:	50331	50331	50331

Agency	DUNS No.	Amount	Amount	Amount	Grand Total
Clackamas	096992656	\$440,765.00	\$115,895.00	\$22,815.00	\$579,475.00

PE42-12 MCAH Oregon Mothers Care Title V

Federal Award Identification Number:	B04MC33862
Federal Award Date:	03/17/2020
Performance Period:	10/01/2019 - 09/30/2021
Awarding Agency:	DHHS/HRSA
CDFA Number:	93.994
CFDFA Name:	MCH Title V Block Grant
Total Federal Award:	\$4,647,190
Project Description:	Maternal and Child Health Services
Awarding Official:	Carolyn Gleason
Indirect Cost Rate:	10%
Research and Development (T/F):	FALSE
PCA:	52238
Index:	50336

Agency	DUNS No.	Amount	Grand Total
Clackamas	096992656	\$9,482.00	\$9,482.00

PE43-06 CARES Flu

Federal Award Identification Number:	NH23IP922626	NH23IP922626
Federal Award Date:	07/22/2020	9/23/2020
Performance Period:	07/01/2019-06/30/2024	7/1/20-6/30/2021
Awarding Agency:	CDC	CDC
CDFA Number:	93.268	93.268
CFDFA Name:	Immunization Cooperative Agreements	Immunization Cooperative Agreements
Total Federal Award:	\$12,982,022.00	8030351
Project Description:	Immunization and	Immunization and
Awarding Official:	Divya Cassity	Divya Cassity
Indirect Cost Rate:	17.86	17.64
Research and Development (T/F):	FALSE	FALSE
PCA:	53891	53348
Index:	50404	50404

Agency	DUNS No.	Amount	Amount	Grand Total
Clackamas	096992656	\$52,376.00	\$56,391.00	\$108,767.00

January 28, 2021

Board of Commissioners
Clackamas County

Members of the Board:

Approval of Amendment #2 to an Intergovernmental Grant Agreement
With the State of Oregon for a Term Extension to Complete Services to
Assist Homeless Shelter Challenges Posed by the COVID-19 Pandemic

Purpose/Outcomes	Approval of amendment for a no-cost time extension
Dollar Amount and Fiscal Impact	No additional dollars are requested or provided under this extension.
Funding Source	Oregon Housing and Community Services Department, Agency General Funds.
Duration	No-cost extension from May 31, 2020 to June 30, 2021.
Previous Board Action	Board approval of original agreement on January 9, 2020, and Amendment # 1 on April 2, 2020.
Strategic Plan Alignment	1. This funding aligns with the Social Services Division’s strategic priority to provide housing stabilization and supportive services to people who are homeless or at risk of becoming homeless so they can obtain and maintain permanent housing. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities
Counsel Review	Approved January 13, 2021 (AN).
Procurement Review	1. Was this item processed through Procurement? No 2. If no, provide brief explanation: This is a Revenue amendment. Not subject to Procurement Review.
Contact Person	Brenda Durbin, Director, Social Services Division (503) 655-8641
Contract No.	State Grant #5135 / H3S#9525

BACKGROUND:

The State of Oregon, Housing and Community Services Department, Community Resources Division (OHCS) is granting a no-cost extension to the Social Services Division of the Health, Housing and Human Services Department to complete services to assist in the homeless shelter challenges posed by the COVID-19 pandemic. Remaining funds from the award will be used for non-congregate hotel/motel vouchering for eligible low-income individuals or households experiencing homelessness or at risk of homelessness, impacted by COVID-19. OHCS has requested the amendment be expedited for signature, for reinstatement of award funds.

County Counsel and EOC Command have approved this item.

RECOMMENDATION:

Staff recommends the approval of Amendment #2, and that Richard Swift, H3S Director, or his designee, be authorized to sign on behalf of the Clackamas County Board of Commissioners.

Respectfully submitted,



Richard Swift, H3S Director / for

Richard Swift, Director
Health, Housing and Human Services Department



**State of Oregon
Oregon Housing and Community Services Department
Shelter Funds – Warming Season
Grant Agreement
Amendment No. 2**

This is Amendment No. 2 (the “Amendment”) to the Grant Agreement No. 5135, dated January 14, 2020 (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 Department of Health, Housing and Human Services**, a Local Government, (“Grantee”).

Recitals: It has now been determined by Agency and Grantee that the Agreement referenced above shall be amended to extend the termination date by Reinstating the Agreement to provide extension of time to expend funds and complete services to assist in the homeless shelter challenges posed by the COVID-19 epidemic.

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 3, entitled “EFFECTIVE DATE AND DURATION”, as follows:

Unless terminated or extended, this Agreement covers the period November 1, 2019 through **June 30, 2021** [~~May 31, 2020~~]. The expenditure period for Grant Funds under this Agreement is November 1, 2019 through **June 30, 2021** [~~May 31, 2020~~].

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. Grantee 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 take 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 Grantee 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.

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SIGNATURE PAGE

GRANTEE:

Clackamas County acting by and through its Department of Health, Housing and Human Services

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:



1/6/2021

Andrea Bell, Director of Housing Stabilization

Date

Reviewed and Approved By:
Brizna Garcia, per email on 12/29/20

Brizna Garcia, Contract Administrator

Date

DEPARTMENT OF JUSTICE

Approved as to Legal Sufficiency By: Not required per OAR 137-045-050
