

# AGENDA

**Thursday, July 16, 2015 - 6:00 PM**  
**BOARD OF COUNTY COMMISSIONERS**

Beginning Board Order No. 2015-82

**CALL TO ORDER**

- Roll Call
- Pledge of Allegiance

**I. HOUSING AUTHORITY CONSENT AGENDA**

1. Approval to respond to the Meyer Memorial Trust Request for Proposals for their Affordable Housing Initiative Services and Housing Systems Alignment Grant Program
2. Approval to Execute Intergovernmental Agreement with Housing and Community Development's HOME Program for Tenant Based Rental Assistance to Low-Income Households

**II. CITIZEN COMMUNICATION** *(The Chair of the Board will call for statements from citizens regarding issues relating to County government. It is the intention that this portion of the agenda shall be limited to items of County business which are properly the object of Board consideration and may not be of a personal nature. Persons wishing to speak shall be allowed to do so after registering on the blue card provided on the table outside of the hearing room prior to the beginning of the meeting. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

**III. BOARD DISCUSSION ITEM** *(The following items will be individually discussed by the Board only, followed by Board action.)*

**Public and Government Affairs**

1. Resolution No. \_\_\_\_\_ Affirming Equal Pay for Women (Gary Schmidt)

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

**A. Health, Housing & Human Services**

1. Approval of Intergovernmental Agreement No. 148991 with the State of Oregon, Department of Human Services, Aging & People with Disabilities Division for the Provision of Services to Clackamas County Residents Age 60 and Over – *Social Services*
2. Approval of an Intergovernmental Subrecipient Agreement with City of Sandy/Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and Over – *Social Services*

3. Approval of an Agency Services Contract with Northwest Family Services Inc. for Family Navigation and Alcohol and Drug Services - *Children, Youth & Families*
4. Approval of an Amendment to the Intergovernmental Agreement with the State of Oregon, Department of Human Services for Strengthening, Preserving and Reunifying Families Program Services - *Children, Youth & Families*
5. Approval of an Intergovernmental Grant Agreement with the State of Oregon, through its Department of Education for Focused Child Care Network Services - *Children, Youth & Families*
6. Approval of a Professional Services Agreement with Youth MOVE Oregon for a Drop-In Center and Peer Support – *Behavioral Health*

**B. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*
2. Approval of Amendment No. 2 to the Intergovernmental Agreement between the Tri County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County Sheriff's Office for Transit Police Services - *CCSO*

**C. Juvenile Department**

1. Approval of an Intergovernmental Agreement with the State of Oregon by and through Oregon Youth Authority for an Individualized Service Fund Providing Wrap-Around Service for Youth and Families

**V. WATER ENVIRONMENT SERVICES**

1. Approval of Amendment No. 1 between Tri-City Service District and the MWH Americas, Inc. for the Willamette Pump Station Rehabilitation and Conveyance System
2. Approval and Adoption of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for the Happy Valley Park Stream Stabilization Project

**VI. COUNTY ADMINISTRATOR UPDATE**

**VII. COMMISSIONERS COMMUNICATION**

**NOTE: Regularly scheduled Business Meetings are televised and broadcast on the Clackamas County Government Channel. These programs are also accessible through the County's Internet site. DVD copies of regularly scheduled BCC Thursday Business Meetings are available for checkout at the Clackamas County Library in Oak Grove by the following Saturday. You may also order copies from any library in Clackamas County or the Clackamas County Government Channel.**

[www.clackamas.us/bcc/business.html](http://www.clackamas.us/bcc/business.html)

July 16, 2015

Housing Authority Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval to respond to the Meyer Memorial Trust Request for Proposals for their Affordable Housing Initiative Services and Housing Systems Alignment grant program

<b>Purpose/Outcomes</b>	Permission to apply for grant funds to develop a program for connecting services to residents of low income housing.
<b>Dollar Amount and Fiscal Impact</b>	\$75,000 to \$150,000
<b>Funding Source</b>	Meyer Memorial Trust - No County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Up to Two Years from Time of Award
<b>Previous Board Action</b>	None
<b>Contact Person</b>	Chuck Robbins, Executive Director, 503-650-5666
<b>Contract No.</b>	None

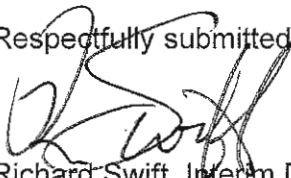
**BACKGROUND:**

The Housing Authority, a division of the Health, Housing and Human Services Department request the approval to respond to a Request for Proposals from Meyer Memorial Trust. Meyer Memorial Trust (MMT) has initiated a series of funding programs for various affordable housing needs. The Services and Housing Systems Alignment funding program is intended to provide funding for development of a program or system that more effectively connects service providers to operators of affordable housing communities. These services include the full range of low income residents' needs including but not limited to job training, health care, child care, education, counseling, transportation and other services that enable low income individuals and families to improve their quality of life. The grant would enable not only county agencies to better coordinate the delivery to these services but also seek to connect the full range of non-profits, municipalities and state agencies who provide support services to low income persons.

**RECOMMENDATION:**

Staff recommends the approval to apply for this grant and acceptance of the award if funded. Staff further recommends authorizing Richard Swift, H3S Interim Director to sign all grant documents on behalf of Clackamas County.

Respectfully submitted,



Richard Swift, Interim Director

July 16, 2015

Housing Authority Board of County Commissioners  
Clackamas County

Members of the Board:

Approval to execute Intergovernmental Agreement with Housing and Community Development's HOME Program for Tenant Based Rental Assistance to low income households

<b>Purpose/Outcomes</b>	County HOME Program funds will provide Tenant-Based Rental Assistance (TBRA) to Housing Authority to administer. Estimated to serve 20 very-low income households enrolled in the Reboot NW Program.
<b>Dollar Amount and Fiscal Impact</b>	The Total amount of the first year of Reboot TBRA Program funds is \$100,000.
<b>Funding Source</b>	The fund source is the FY2015-16 HOME Investment Partnerships Program allocation which the County receives annually from the US Department of Housing and Urban Development (HUD). No County General Funds are involved.
<b>Safety Impact</b>	None.
<b>Duration</b>	The term of the HOME Intergovernmental Agreement is 1 year, beginning July 1, 2015 and ending June 30, 2016.
<b>Previous Board Action</b>	April 9, 2015 – H3S, Approval of Housing and Community Development 2015 Action Plan, Board Order # 040915-II 1
<b>Contact Person</b>	Chuck Robbins, Executive Director, Housing & Community Development Division, 503-650-5666
<b>Contract No.</b>	H3S 7267

**BACKGROUND:**

The Housing Authority of Clackamas County (HACC) a Division of the Health, Housing and Human Services Department requests the approval of a HOME Intergovernmental Agreement with the Housing and Community Development (HCD) for the Reboot TBRA Program. The Reboot TBRA Program will provide temporary rental assistance to income eligible, unemployed residents of Clackamas County who are enrolled in the Clackamas Community College Reboot NW Program, an employment training program focused on developing occupational skills critical to the manufacturing and IT sectors. The TBRA Program will provide additional assistance to eligible Reboot NW participants by paying for a portion of their monthly housing rent for up to two years, thereby relieving some of the financial stress the household may be experiencing with being unemployed. The Reboot TBRA Program will be administered by HACC, with oversight by HCD staff.

On April 9, 2015 the Board approved the Housing and Community Development 2015 Action Plan. The Action Plan is developed annually through a public process which identifies and prioritizes community needs, and targets HUD funds to address the highest priority needs. Included in the 2015 Action Plan are

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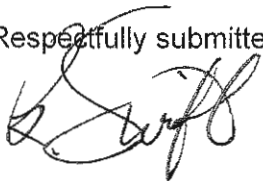
two allocations of HOME funds of \$100,000 each to support TBRA programs being administered by Northwest Housing Alternatives and HACC.

The HOME Intergovernmental Agreement with HACC was reviewed and approved by County Counsel on 6/29/2015. The term of the agreement is from 7/01/2015 thru 6/30/2016.

**RECOMMENDATION:**

Staff recommends Board approval of the HOME Intergovernmental Agreement between the Housing and Community Development Division and the Housing Authority of Clackamas County and authorization for Richard Swift, H3S Interim Director to sign on behalf of Clackamas County. Signatures will occur after notification of release of funds by HUD.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Interim Director

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN**

**CLACKAMAS COUNTY DEPARTMENT OF HEALTH, HOUSING AND HUMAN  
SERVICES DEPARTMENT  
HOUSING AND COMMUNITY DEVELOPMENT DIVISION**

**AND  
HOUSING AUTHORITY OF CLACKAMAS COUNTY**

**I. Purpose**

This Agreement provides the basis for a cooperative working relationship between Clackamas County Housing and Community Development Division, herein referred to as HCD, and the Housing Authority of Clackamas County, herein referred to as HACC, with the common goal of providing short-term housing assistance to very low-income participants of the Clackamas Community College Reboot Program.

**II. Scope of Cooperation**

A. Under this agreement, the responsibilities of HACC shall be as follows:

1. HACC agrees to provide staff and materials necessary to implement and manage the Reboot Tenant Based Rental Assistance Program (Reboot TBRA) by:
  - a. Acting as liaison between HCD and Clackamas Community College (CCC) reboot Program staff.
  - b. Ensuring that all TBRA beneficiaries are eligible for assistance under the HOME Investment Partnerships Program (HOME Program).
  - c. Providing HCD with eligibility documentation as needed for HOME regulatory compliance.
2. To submit invoices for eligible TBRA expenses to HCD in a timely and accurate manner.
3. To prepare and submit to HCD, an annual summary report and quarterly progress reports that detail the activities of the program, including services provided and the number of persons assisted with program services. See Attachment C.
4. HACC agrees to provide all requested program information and participate in program monitoring during the term of the Agreement.

B. Under this agreement, the responsibilities of HCD will be as follows:

1. HCD agrees to provide and administer available FY 2015 HOME Program funds granted by the U.S. Department of Housing and Urban Development (HUD) to assist with the Reboot TBRA Program.
2. HCD will monitor the performance of the Reboot TBRA Program and HACC against the goals and performance standards of the HOME Program. Substandard performance as determined by the HCD will constitute non-compliance with this Agreement. HCD

will suspend funding of the Reboot TBRA Program if action to correct such substandard performance is not taken by HACC within ten (10) days after being notified by the HCD. See Attachment B.

3. HCD agrees to conduct necessary environmental reviews as described in 24 CFR Part 58.35(b).

### **III. Compensation**

- A. HCD agrees to reimburse HACC an amount not to exceed **\$100,000** of FY 2015-2016 HOME Program funds for the housing services outlined in Section II A of this agreement. The obligations of HCD are expressly subject to HCD receiving funds from HUD, and in no event shall HCD's financial contribution exceed the amount finally granted, released and approved by HUD.
- B. HACC agrees to match the HOME Program funding with at least 25% of the program budget from non-federal funds and report those matching funds annually to HCD.
- C. In the event the amount of HOME Program funds allowed by HUD for the Reboot TBRA Program is less than the amount budgeted, HCD will reduced the funding available, and will require HACC to make the necessary operational adjustments.
- D. Payments shall be made on requests for payment submitted to HCD on a quarterly basis. Payment requests must detail the allowable HOME TBRA costs incurred during that quarter. All requests for payment are subject to the approval of HCD and shall be submitted to:

Kevin Ko, HCD Manager  
Clackamas County Community Development Division  
2051 Kaen Road  
Oregon City, OR 97045

### **IV. Liaison Responsibility**

- A. Toni Karter will act as liaison from HACC. Kevin Ko will act as liaison from HCD.

### **V. Special Requirements**

- A. **Assignment and Subcontracting.** HACC shall undertake the work outlined in Attachment A and shall not assign any portion of such work outside without written approval from HCD.
- B. **Conflict of Interest.**
  1. Interest of Officers, Employees, or Agents. No officer, employee, or agent of HCD or HACC who exercises any functions or responsibilities in connection with the planning and execution of activities under the CDBG Program, or any other person who exercises any functions or responsibilities in connection with the Program during their tenure or for one year thereafter, shall obtain a personal or financial interest in or benefit from this Agreement, or any contract, subcontract or agreement arising therefrom, either for

themselves or for persons with whom they have family or business ties without appropriate prior HUD waiver; and HACC shall take appropriate steps to assure compliance.

2. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise hereunder.
- C. **Program Benefit.** HACC will implement the program to give maximum feasible benefit to low and moderate income families and individuals. Income guidelines applicable to this Agreement are included in Attachment A.
- D. **Non Discrimination.** HACC shall comply with Federal, State, and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, or the presence of any mental or physical handicap. These requirements are specified in ORS Chapter 659; Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VII; Fair Housing Amendments Act of 1988; Executive Order 11063; Executive Order 11246; Section 3 of the Housing and Urban Development Act of 1968; all as amended; and the regulations promulgated thereunder.
- E. **Public Information.** HCD and HACC shall cooperate in public information efforts, such as contracts with neighborhood or consumer advocacy organizations, press releases, etc. In all news releases and other public notices relating to activities under this Agreement HACC shall include information identifying the source of funds as the Clackamas County HOME Program.
- F. **Evaluation.** HACC agrees to participate with HCD in any evaluation project or performance report, as designed by the HCD or the appropriate Federal department, and to make available all information required by any such evaluations process.
- G. **Audits and Inspections.** HACC will insure that HCD, the Secretary of HUD, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, accounts, records, reports, files, and other papers or property pertaining to the funds provided under this Agreement for the purpose of making surveys, audits, examinations, excerpts and transcripts. HACC shall not be required to provide any information which in any way would deny the rights of confidentiality to any low or moderate income family or individual seeking or receiving assistance from the program.
- H. **Record and Fiscal Control System.** HACC agrees to comply with the policies, guidelines and requirements of 24 CFR Part 85 with respect to funds pursuant to this Agreement. All financial and programmatic records, supporting documents, statistical records, and other records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. Such records and documents shall be retained for a period of ten (10) years after receipt of final payment under this Agreement; provided that any records and documents that are the subject of audit findings shall be retained for a longer time until such audit findings are resolved.
- I. **Citizen Participation.** HACC shall compile and maintain records including narratives or other documentation describing the process used to inform citizens concerning the program.



- J. **Equal Opportunity.** HACC shall maintain and provide to HCD racial, ethnic, gender, age, head of household, and income data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement.

**VI. Amendment**

- A. This Agreement may be amended at any time with the concurrence of both parties. Amendments become a part of this Agreement only after the written amendment has been signed by both Parties.

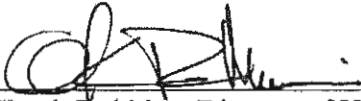
**VII. Term of Agreement**

- A. This Agreement becomes effective when it is signed by both Parties.
- B. The term of this Agreement is a period **beginning July 1, 2015 and ending June 30, 2016.**
- C. This Agreement may be suspended or terminated prior to the expiration of its term by:
1. Written notice provided to HCD from HACC before any materials or services for improvements are procured, or;
  2. Written notice provided by HCD in accordance with 24 CFR 85.43, included as Attachment B, resulting from material failure by HACC to comply with any term of this Agreement, or;
  3. Mutual agreement by HCD and HACC in accordance with 24 CFR 85.44 included as Attachment B. Upon termination of this Agreement, any unexpended balances of HOME Program funds shall remain with HCD.

**CLACKAMAS COUNTY HOUSING AND COMMUNITY  
DEVELOPMENT DIVISION**

And

**HOUSING AUTHORITY OF CLACKAMAS COUNTY**



\_\_\_\_\_  
Chuck Robbins, Director of HCD and HACC

7/7/15

\_\_\_\_\_  
Date

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**CLACKAMAS COUNTY**

- Chair: John Ludlow
- Commissioner: Jim Bernard
- Commissioner: Paul Savas
- Commissioner: Martha Schrader
- Commissioner: Tootie Smith

Signing on Behalf of the Board.

\_\_\_\_\_  
Richard Swift, Interim Director  
Department of Health, Housing and Human Services

\_\_\_\_\_  
Date

## ATTACHMENT A

To achieve the objectives outlined in Section II of this Agreement, the **2015 HACC Reboot TBRA** shall conduct the following activities:

1. Provide rental assistance to eligible low-income households in conjunction with the Clackamas Community College Reboot Program.
2. Conduct outreach to eligible households residing in Clackamas County and enrolled in the CCC Reboot Program.
3. Maintain accurate records of tenant assistance provided, including date, location, amount, duration, household information and federal demographic information.
4. Prepare and submit to CD, an annual summary report and quarterly progress reports that detail the activities of the Reboot TBRA Program. Please provide sample reports in Attachment C.
5. Area Median Income (AMI) limits established annually by the U.S. Department of Housing and Urban Development to determine eligibility for assistance under this program are listed below:

HUD 2015 INCOME GUIDELINES			
Family Size	Extremely Low	Very Low Income	Low Income
	30%	50%	80%
1	15,450	25,750	41,200
2	17,650	29,400	47,050
3	19,850	33,100	52,950
4	22,050	36,750	58,800
5	23,850	39,700	63,550
6	25,600	42,650	68,250
7	27,350	45,600	72,950

### Program Budget

Description	HOME \$\$	HACC \$\$	Other \$\$	Total \$\$
<b>Total Program Budget</b>				

## ATTACHMENT B

### Excerpt from 24 CFR Part 85

#### §85.43 Enforcement.

(a) *Remedies for noncompliance.* If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award or elsewhere, the awarding agency may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee or more severe enforcement action by the awarding agency,
- (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance,
- (3) Wholly or partly suspend or terminate the current award for the grantee's or subgrantee's program,
- (4) Withhold further awards for the program, or
- (5) Take other remedies that may be legally available.

(b) *Hearings, appeals.* In taking an enforcement action, the awarding agency will provide the grantee or subgrantee an opportunity for such hearing, appeal, or other administrative proceeding to which the grantee or subgrantee is entitled under any statute or regulation applicable to the action involved.

(c) *Effects of suspension and termination.* Costs of grantee or subgrantee resulting from obligations incurred by the grantee or subgrantee during a suspension or after termination of an award are not allowable unless the awarding agency expressly authorizes them in the notice of suspension or termination or subsequently. Other grantee or subgrantee costs during suspension or after

termination which are necessary and not reasonably avoidable are allowable if:

(1) The costs result from obligations which were properly incurred by the grantee or subgrantee before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,

(2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

(d) *Relationship to Debarment and Suspension.* The enforcement remedies identified in this section, including suspension and termination, do not preclude grantee or subgrantee from being subject to "Debarment and Suspension" under E.O. 12549 (see §85.35).

#### §85.44 Termination for convenience.

Except as provided in §85.43 awards may be terminated in whole or in part only as follows:

(a) By the awarding agency with the consent of the grantee or subgrantee in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or

(b) By the grantee or subgrantee upon written notification to the awarding agency, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the awarding agency determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the awarding agency may terminate the award in its entirety under either §85.43 or paragraph (a) of this section.

**ATTACHMENT C**  
(Intake/reporting forms)



GARY SCHMIDT  
DIRECTOR

PUBLIC AND GOVERNMENT AFFAIRS  
PUBLIC SERVICES BUILDING  
2051 KAEN ROAD OREGON CITY, OR 97045

July 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

**A Resolution in the Matter of Affirming Equal Pay for Women**

<b>Purpose/Outcomes</b>	Resolution affirming equal pay for women in Clackamas County and across the nation; and encouraging other public and private section organizations to do the same.
<b>Dollar Amount and Fiscal Impact</b>	N/A
<b>Funding Source</b>	N/A
<b>Safety Impact</b>	N/A
<b>Duration</b>	Perpetual unless amended or repealed
<b>Previous Board Action</b>	At an issues discussion on June 9, 2015, the Board directed staff to bring this resolution to a Board Business Meeting for approval.
<b>Contact Person</b>	Gary Schmidt, Public & Government Affairs Director

**BACKGROUND:**

On May 19, 2015, the Board of Commissioners discussed a proposal to adopt a draft Resolution Affirming Equal Pay for Women in Clackamas County. At that time, the Board asked that staff schedule a policy session to review the adopted 2012 Resolution Valuing Diversity in Clackamas County to determine whether or not the ideas in the Equal Pay for Women resolution were already included in, or could be added to, the 2012 Valuing Diversity resolution.

On June 9, 2015 at a policy session, the Board of Commissioners reviewed both the 2012 Resolution Valuing Diversity in Clackamas County and the draft Resolution Affirming Equal Pay for Women. The Board directed staff to present a stand-alone Resolution Affirming Equal Pay for Women at a Board Business Meeting for approval.

**RECOMMENDATION:**

Staff recommends the Board approve this resolution.

Respectfully submitted,

Gary Schmidt  
Director, Public and Government Affairs

Attachment: Resolution

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF CLACKAMAS COUNTY, STATE OF OREGON**

A Resolution in the Matter of  
Affirming Equal Pay for Women



Resolution No.

**WHEREAS**, more than 50 years after the passage of the Equal Pay Act, many women continue to experience the consequences of unequal pay; and

**WHEREAS**, women working full-time, year-round in 2013 typically earned 78 percent of what men earned, indicating little change or progress in pay equity; and [1]

**WHEREAS**, many women are primary breadwinners in their households and nearly two-thirds are primary or significant earners, making pay equity critical to economic security; and [2]

**WHEREAS**, even after accounting for factors known to affect earnings, such as occupation, college major, and hours worked, a 7 percent pay gap persists between male and female college graduates just one year after graduation; and [3]

**WHEREAS**, the wage gap between women and men exists across a spectrum of occupations; and

**WHEREAS**, a lifetime of lower pay means women have less income to save for retirement and less income counted in a Social Security or pension benefit formula; and

**WHEREAS**, fair pay equity policies can be implemented simply and without undue costs or hardship in both the public and private sectors.

**NOW, THEREFORE**, the Clackamas County Board of Commissioners do hereby resolve as follows:

1. To affirm equal pay for women in Clackamas County and across the nation; and
2. To encourage other public and private sector organizations to do the same.

Dated this 16<sup>th</sup> day of July, 2015

**CLACKAMAS COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

**Sources**

1. AAUW (2014). *The Simple Truth about the Gender Pay Gap*. [www.aauw.org/research/the-simple-truth-about-the-gender-pay-gap/](http://www.aauw.org/research/the-simple-truth-about-the-gender-pay-gap/); and the United States Department of Labor. [www.dol.gov/equalpay/](http://www.dol.gov/equalpay/)
2. Pew Research Center. *New Economics of Marriage: The Rise of Wives*. <http://pewresearch.org/pubs/1466/economics-marriage-rise-of-wives>.
3. AAUW (2013). *Graduating to a Pay Gap: The Earnings of Women and Men One Year after College Graduation*. [www.aauw.org/research/graduating-to-a-pay-gap/](http://www.aauw.org/research/graduating-to-a-pay-gap/)

July 16, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement #148991 with The State of Oregon,  
 Department of Human Services, Aging and People with Disabilities Division for the  
Provision of Services to Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	To provide Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons age 60 and over in Clackamas County.
<b>Dollar Amount and Fiscal Impact</b>	The total agreement is \$5,004,716. Funded by Federal OAA Funds and State General Funds designated for the OPI Program.
<b>Funding Source</b>	Federal Older American Act & State General Fund - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	Prior year agreement was approved on June 26, 2014
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	7282

**BACKGROUND:**

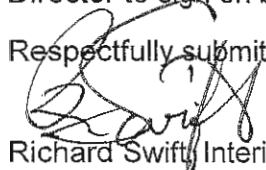
This agreement provides funding for the Social Services Division of the Health, Housing & Human Services Department to administer Older American Act (OAA) and Oregon Project Independence (OPI) funded services for persons 60 and over living in Clackamas County. The services provided include nutrition programs, health promotion activities, transportation, information and referral activities, and in-home services. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in the community as long as possible.

Social Services Division is the designated Area Agency on Aging for the Clackamas Planning and Service area designated by the State of Oregon, Department of Human Services, Aging and People with Disabilities Division, State Unit on Aging. . This agreement reflects the Older American Act (OAA) and Oregon Project Independence (OPI) funding for July 1, 2015 through June 30, 2017 of the 2015-2017 biennial agreement period. The agreement was reviewed and approved by County Council on July 6, 2015

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim, Director

*Healthy Families. Strong Communities.*

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Grant Agreement Number 148991

**STATE OF OREGON  
INTERGOVERNMENTAL GRANT 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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS," and

**Clackamas County Social Services Division (CCSS)  
District 2, Type A  
Serving: Clackamas County  
PO Box 2950 - 2051 Kaen Road  
Oregon City, Oregon 97045  
Telephone: 503-655-8640  
Facsimile: 503-655-8889  
E-mail address: stefanierei@co.clackamas.or.us**

hereinafter referred to as "Recipient" or "AAA" or "County".

The Program to be supported under this Agreement relates principally to the DHS'

**Department of Human Services  
Aging and People with Disabilities  
State Unit on Aging  
Agreement Administrator: Sarah Hout or delegate  
500 Summer Street NE  
Salem, Oregon 97301  
Telephone: 503-945-6140  
Facsimile: 503-373-1133**

- 1. Effective Date and Duration.** This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on July 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2017**. Agreement termination or expiration shall not extinguish or prejudice DHS' right to enforce this Agreement with respect to any default by Recipient that has not been cured.

**2. Agreement Documents.**

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

- (1) Exhibit A, Part 1: .....Program Description for OAA and OPI Services
- (2) Exhibit A, Part 2: .....Payment and Financial Reporting
- (3) Exhibit A, Part 3: .....Special Provisions
- (4) Exhibit B:.....Standard Terms and Conditions
- (5) Exhibit C:.....Subcontractor Insurance Requirements
- (6) Exhibit D:.....Required Federal Terms and Conditions
- (7) Exhibit E:.....Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

There are no other Agreement documents unless specifically referenced and incorporated in this Agreement.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The documents comprising this Agreement shall be in the following descending order of precedence: this Agreement less all exhibits, Exhibits D, A, B, C, and E.

**3. Grant Disbursement Generally.** The maximum not-to-exceed amount payable to Recipient under this Agreement, which includes any allowable expenses, is **\$5,004,716.00**. DHS will not disburse grant to Recipient in excess of the not-to-exceed amount and will not disburse grant until this Agreement has been signed by all parties. DHS will disburse the grant to Recipient as described in Exhibit A.

**4. Vendor or Sub-Recipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.102, DHS’ determination is that:

- Recipient is a sub-recipient       Recipient is a vendor       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: *See Exhibit E for information regarding separate awards of federal funding under this agreement to include CFDA numbers.*

**5. Recipient Data and Certification.**

a. Recipient Information. Recipient shall provide the information set forth below.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Recipient Name (as filed with the IRS): \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (    ) \_\_\_\_\_ Facsimile: (    ) \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

**Recipient Proof of Insurance:**

All insurance listed must be in effect at the time of provision of services under this Contract.

Workers' Compensation Insurance Company:

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The above information must be provided prior to Agreement execution. Recipient shall provide proof of Insurance upon request by DHS or DHS designee.

b. Certification. The Recipient 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 Recipient and that pertains to this Agreement or to the project for which the grant activities are being performed. The Recipient 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. Recipient 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 Recipient. Without limiting the generality of the foregoing, by signature on this Agreement, the Recipient hereby certifies that:

- (1) Under penalty of perjury the undersigned is authorized to act on behalf of Recipient and that Recipient is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620;
- (2) The information shown in this Section 5., Recipient Data and Certification, is Recipient’s true, accurate and correct information;
- (3) To the best of the undersigned’s knowledge, Recipient 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;
- (4) Recipient and Recipient’s employees and agents are not included on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;
- (5) Recipient 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
- (6) Recipient is not subject to backup withholding because:
  - (a) Recipient is exempt from backup withholding;
  - (b) Recipient has not been notified by the IRS that Recipient is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Recipient that Recipient is no longer subject to backup withholding.

- c. Recipient is required to provide its Federal Employer Identification Number (FEIN) to DHS. By Recipient's signature on this Agreement, Recipient hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, Recipient is also required to provide DHS with the new FEIN within 10 days.

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

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

**Clackamas County Social Services Division (CCSS) (Recipient)**

**By:**

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Authorized Signature	Title	Date
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**State of Oregon acting by and through its Department of Human Services (DHS)**

**By:**

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Authorized Signature	Title	Date
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**Approved for Legal Sufficiency:**

*Reviewed and approved for legal sufficiency via email by AAG Steven Marlowe on June 30, 2015. A copy of the emailed group approval is on file at OCP.*

**DHS, Aging and People with Disabilities, State Unit on Aging**

*Approved for release by Rhonda Buedefeldt on June 9, 2015 via email.*

**DHS Office of Contracts and Procurement:**

**Reviewed by:**

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Phillip G. McCoy, OPBC, OCAC	Contract Specialist	Date
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**EXHIBIT A**  
**Part 1**  
**Program Description**  
**for**

**Older Americans Act and Oregon Project Independence Services**

1. **Services to be Provided.** Area Agency on Aging (AAA) agrees to provide services consistent with the purposes, conditions, and restrictions of:
  - a. ORS 410.210 through 410.250 under which AAA receives funding as applicable to Type A AAAs and ORS 410.270 through 410.300 applicable to Type B agencies and,
  - b. Title III and Title VII of the Older Americans Act of 1965, Pub. L. 89-73, 79 Stat. 218, July 14, 1965, as amended (“Older Americans Act”) and 45 CFR Part 1321 (Older Americans Act and 45 CFR Part 1321 collectively “OAA”),
  - c. Oregon Project Independence (“OPT”) program as set out in OAR Chapter 411, Division 032. Adult consumers with physical disabilities and presently receiving services from an AAA participating in the OPI Expansion pilot shall continue to receive services.
  - d. Legislatively Special Purpose Allocation funding as appropriated to support programs to serve individuals with long-term services and supports regardless of eligibility for entitlement programs.
2. **Area Plan.** AAA shall submit for approval to DHS, as instructed, a comprehensive and coordinated four-year service delivery plan (hereafter referred to as the “Area Plan”). The Area Plan will be developed in accordance with Section 306 of the Older Americans Act and OAR 411-032-0005. AAA shall annually submit upon direction of DHS an electronically updated Area Plan. The DHS approved Area Plan will be held on file with the DHS State Unit on Aging (“SUA”). Request for the Area Plan and subsequent updates will be announced through established DHS Action Request procedure. No funds will be authorized for use by AAA without submission and approval of the Area Plan.
3. **Program Reporting Requirements.** AAA shall collect and report National Aging Program Information System (“NAPIS”) data as directed by DHS for all OAA and OPI services provided, using DHS provided software or a DHS approved alternative collection and reporting method. AAA shall at a minimum reconcile reported service data to reported expenditures by end of business day on September 30th of each year. Request for said data will be announced using DHS Action Request procedure.
4. **Program Monitoring.** DHS will conduct periodic monitoring and evaluation of performance management system for program activities and administrative practices conducted in accordance with Section 307(a)(4) of the Older Americans Act and OAR 411-032-0015 and Oregon Project Independence OAR-411-032 and ORS 410.210 through 410.310.
  - a. AAA agrees to participate with DHS to develop a performance management framework to include objectives and metrics based on adherence to program standards as demonstrated through self-monitoring.

- b. AAA agrees to report progress towards these objectives and metrics utilizing agreed upon format and intervals.
- c. DHS agrees to notify AAA in writing of intent to conduct onsite evaluation of reported performance management data and AAA agrees to provide DHS access to its facility(ies) and staff, all related program and fiscal documentation, AAA's sub recipient reports and any other related documentation to substantiate performance management reporting data.

**5. Management Control Functions.**

- a. Criminal Records and Abuse Checks. AAA agrees to utilize the DHS Criminal Records Information Management System (CRIMS) to meet provider requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the AAA; volunteers of AAA; employees and volunteers of AAA's subcontractors and direct care providers of clients for which AAA provides service authorization.
- b. Mandatory Reporting of Elder Abuse. Agency shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the Agency as well as sub-contractor employees, volunteers and direct care providers for clients for whom the Agency provides service authorization.
- c. Americans with Disabilities Act. AAA will ensure public facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- d. Grievance Procedure. AAA shall post the policy and procedure regarding how a client or family member may present a grievance concerning the operation of the Older Americans Act and Oregon Project Independence service programs.
- e. Competitive Procurement. AAA in accordance with OAR 411-011-0005, agrees to competitively award funds by grant or contract to community service providers agencies and organizations, except where by means of AAA's Area Plan, DHS has granted a waiver in accordance with 45 CFR Part 1321.63(b).

**6. Information Systems.**

- a. DHS shall provide AAA with access to DHS-owned applications necessary for the proper operation of NAPIS collection databases and administration of the Older Americans Act and Oregon Project Independence programs. Maintenance or trouble shooting services for the DHS applications will be provided remotely; no on-site services will be available. Ownership of said software shall at all times remain with DHS.



- b. AAA shall be responsible for obtaining such internet access and LAN/WAN connectivity as are necessary to access DHS-owned applications. Notwithstanding the provisions set forth in Exhibit B (Standard Terms and Conditions), paragraph 16 (Information Privacy/Security/Access) of this Agreement, when AAA is connected to the DHS network, DHS internet and network use policies apply, and as such, Agency's use of DHS-owned applications is subject to monitoring by the DHS-OIS-Information Security Office.
- c. DHS may provide an allocation for the purchase of information technology necessary for NAPIS reporting. DHS shall not be responsible for maintenance of said technology.
- d. Upon request DHS will provide the required specifications for computer compatibility with DHS applications.

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**EXHIBIT A**  
**Part 2**  
**Payment and Financial Reporting**  
**for**

**Older Americans Act and Oregon Project Independence services**

- 1. Funding Appropriations.** The total sum payable for the period of July 1, 2015, through June 30, 2017, shall not exceed the amount described in Section 2. (Grant Disbursement, Generally), which is the Oregon Project Independence funding and any other special purpose appropriation as determined and authorized by the State of Oregon Legislature and the Older Americans Act funding as awarded by the U.S. Administration on Community Living as determined by DHS.
- a. DHS, in accordance with Section 305(a)(2)(C-D) of the Older Americans Act, agrees to disburse grant funds to AAA as outlined in Oregon’s Intrastate Funding Formula..
  - b. Payment for all work performed under this Agreement shall be subject to the provisions of ORS 293.462 and disbursements under this Agreement shall be as set forth below:

<b>Older Americans Act</b>	<b>\$2,651,779.00</b>	<b>CFDA 93.044, 93.045, 93.043, 93.052, 93.041</b>
<b>NSIP</b>	<b>\$343,290.00</b>	<b>CFDA 93.053</b>
<b>Oregon Project Independence</b>	<b>\$2,002,354.00</b>	
<b>Other State Funds</b>	<b>\$7,293.00</b>	

- c. AAA will be allowed to carry-forward into the 2017-2019 biennium no more than ten (10) percent of the full 2015-2017 biennial allocation of Older American Act Title IIIB, IIIC1, IIIC2, IIID, IIIE and VIIB funds not fully expended during the Agreement period.
  - d. Funds carried forward from the prior biennium shall be expended prior to use of the current biennial allocation for the same Older Americans Act title.
  - e. AAA shall, in accordance with Section 311(d)(4) of the Older Americans Act, promptly and equitably disburse Nutrition Services Incentive Program (“NSIP”) funds to its sub-contractors. NSIP funds shall only be used for purchase of domestically produced food for AAA’s nutrition service programs. NSIP funds must be fully expended during the Agreement period. NSIP funds are not eligible to carry-forward into next biennium.
- 2. Fiscal Control Functions.**
- a. Federal Requirements. AAA shall maintain a financial management system that assures that state and federal funds used for activities under this Agreement are expended and accounted for in accordance with applicable state and federal requirements as outlined in 2 CFR, Subtitle B, with guidance at 2 CFR, Part 200.

b. Program Income.

- i. AAA shall ensure as required in OAA 315(b)(3) that no means testing for service eligibility will be conducted and as per OAA 315(b)(4)(A-D), all recipients of OAA services will be provided opportunity to voluntarily contribute towards cost of service and AAA has appropriate safeguards in place to account for all contributions. Said contribution, hereby referred to as program income shall be used by the AAA or AAA sub-contractor(s) for the sole purpose of expanding services in the program area in which collected in accordance with Section 315(b)(4)(E) of the Older Americans Act.
- ii. AAA shall ensure that no fee, or cost-sharing practices, unless authorized by DHS and permitted under Section 315(a)(1) of the Older Americans Act, will be assessed or imposed for OAA services.
- iii. AAA shall, in accordance with OAR 411-032-0044, expend all OPI annual fees, monthly fees for service, and all contributions to expand OPI services.

c. Access to Fiscal Records. AAA shall provide access to all fiscal records and to all other books, documents, papers, and records of AAA which are pertinent to this Agreement, and shall, without prior notification, allow DHS the making of excerpts, photocopies, and transcripts, and allow performance of audits and examination of all pertinent fiscal records and books, documents, papers, and records of AAA. Such access shall be freely allowed to state and federal personnel, including the Oregon Secretary of State's Office, and their duly authorized agents.

d. Fiscal Reporting.

- i. AAA shall, when requesting working capital, submit Form SPD 150-WC to DHS Accounting and Financial Services at a minimum 7 days prior to requisite receipt of funds. AAA shall estimate program expenses separate from estimated administrative expenses and detail such expenses by fund source (i.e., Title IIIB, IIIC1, IIIC2, IIID, IIIE, and VIIB of the Older Americans Act and OPI).
- ii. AAA shall submit electronically to APD State Unit on Aging and DHS Accounting and Financial Services at the electronic address below using DHS Form 148/150 ("Form 148/150") a monthly reimbursement request for OAA and OPI expenditures no later than the 25th day of the following month. DHS agrees to process all reimbursement requests within 30 days following receipt of an approved request.
- iii. AAA agrees that DHS may decrease AAA's OPI allocation for incurred home-care worker ("HCW") expenses which includes the hourly rate of salary (subject to change based on the HCW collective bargaining agreement) and Federal and State Unemployment Tax Act (FUTA/SUTA), Workman's Compensation tax (WC/WCD) and Federal Insurance Contributions Act (FICA).
- iv. AAA shall, no later than 90 days (September 30) from the conclusion of the state fiscal year end (June 30), electronically submit a FINAL fiscal year-end Form 148/150 to DHS Aging & People with Disabilities, State Unit on Aging's e-mail

address of [sua.email@state.or.us](mailto:sua.email@state.or.us) and,

- v. AAA shall, no later than 180 days (December 31) from the conclusion of the state fiscal year-end (June 30), electronically submit a FINAL AUDITED Form 148/150 signed by AAA Director to DHS Aging & People with Disabilities, State Unit on Aging's e-mail address of [sua.email@state.or.us](mailto:sua.email@state.or.us) and,
  - vi. AAA shall submit one electronic copy of the AAA's fiscal year-end Financial Audit no later than 180 days (December 31) from the conclusion of the state fiscal year-end (June 30) to DHS Aging & People with Disabilities, State Unit on Aging's e-mail address of [sua.email@state.or.us](mailto:sua.email@state.or.us) and,
- e. Special Funding Requests.
- i. OAA Fund Transfers. Beginning October 1st, but not later than June 30th of each fiscal year AAA may, as authorized by DHS and when necessary to meet the needs of the area served, request to transfer Title IIIB, Title IIIC1 and Title IIIC2 funds as permitted in Section 308(b)(4)(A) and (5)(A) of the Older Americans Act.
    - (a) Request for transfer shall be electronically submitted using a form provided by DHS and submitted to [sua.email@state.or.us](mailto:sua.email@state.or.us).
    - (b) Upon receipt of transfer authorization, AAA shall post transfer amounts on Form 150, page 1. Failure to do so will result in disqualification of transferred funds.
    - (c) Maximum transfers shall be as follows:
      - i. Not to exceed thirty percent (30%) for any fiscal year from Title IIIB into Title IIIC; or thirty percent (30%) from Title IIIC into Title IIIB; and
      - ii. Not to exceed forty percent (40%) for any fiscal year between Title IIIC1 and Title IIIC2; and
    - (d) When in the best interest of the OAA service recipients, AAA may elect to submit a written explanation of necessity and request DHS to provide a waiver of the maximum percentage limits.
  - ii. Fund Matrix #20-3 Program Coordination & Development. Beginning July 1 of year one of the biennium, AAA may request to utilize OAA Title IIIB funds for program coordination and development activities.
    - (a) Request for transfer shall be electronically submitted using a form provided by DHS and submitted to [sua.email@state.or.us](mailto:sua.email@state.or.us).
    - (b) In accordance with 45 CFR 1321.17(14)(ii) the AAA will submit details of program coordination and development to the general public for review and comment.

- (c) Authorization from State is consistent with biennial budget cycle.
- iii. Oregon Project Independence Other Authorized Services. At any time during the biennial funding period, AAA may request to utilize OPI funding for services other than those detailed in OAR 411-032-0010(1)(a).
- (a) Request to utilize OPI funding for other services shall be electronically submitted using a form provided by DHS and submitted to [sua.email@state.or.us](mailto:sua.email@state.or.us).
  - (b) Other authorized services may include services to support community caregivers, evidence-based health promotion services, options counseling, and transportation services.
  - (c) Authorization shall terminate at the end of each fiscal year.
- f. OAA Minimum Expenditure Requirements. AAA shall in accordance with OAA Section 307(a)(2) of the Older Americans Act and as established by DHS:
- i. Expend, at a minimum, 3% of Title IIIB funds for In-Home Services as defined in Section 102(a)(30)(A-G) of the Older Americans Act.
  - ii. Expend, at a minimum, 3% of Title IIIB funds for legal assistance as described in Section 307(a)(11)(E) of the Older Americans Act,
  - iii. Expend, at a minimum, 18% of Title IIIB funds for access services as described in Section 306(a)(2)(A) of the Older Americans Act and;
  - iv. The required minimum Title IIIB fund expenditure shall be based on total funds after transfer if AAA employed the transfer options as outlined in Exhibit A, Part 3, paragraph E (i) and (ii) titled OAA Fund Transfers.
  - v. Funding for Title IIID, Section 361 of the Older Americans Act for Disease Prevention and Health Promotion may only be used for programs and activities which have been demonstrated through rigorous evaluation to be evidence-based and effective.
- g. OAA Maximum Expenditure Requirements. AAA shall in accordance with Section 304(d)(1)(A) of the Older Americans Act not exceed a maximum 10% of Title III expenditures for administration and such amount can only be taken from funds allocated for Title IIIB, IIIC1, IIIC2 and IIIE services.
- i. AAA shall, in accordance with 45 CFR Part 1321.17(f)(14)(i) and as authorized by DHS, only fund program development and coordination activity after first expending the full 10% in administrative expenses and when such expenditure will have a direct and positive impact on the enhancement of services and only after the general public has been provided with notification to review and comment. A request for program development and coordination funding shall be electronically

submitted using a form provided by DHS and shall be received by the State Unit on Aging no later than end of business on September 30th of a fiscal year.

- ii. AAA shall in accordance with Section 373(g)(2)(C) of the Older Americans Act expend no more than 10% of the total Federal and non-Federal share of the Title III E funds to support services to grandparents and older relatives who are relative caregivers of a child no more than 18 years of age.
  
- h. OAA Match Requirements. AAA shall, as required in Sections 309(b)(1) and 373(g)(2) of the Older Americans Act, match expenditures with cash or in-kind resources of non-federal means such as local or state sources as follows:
  - i. Federal funds may not pay for more than 75% of the total administrative expenditures for Title IIIB, IIIC1, IIIC2 and IIIE services. The required match is calculated using the following formula:  $(\text{Total Administrative Expenditures to be charged to Federal funds} / .75) - (\text{Total Administrative Expenditures to be charged to Federal funds})$ . Example:  $100 / .75 = 133$ ;  $133 - 100 = 33$ ; the required match is 33.
  
  - ii. Federal funds may not pay for more than 85% of the total expenditures for Title IIIB, IIIC1 and IIIC2 services. AAA is required to meet 2/3 of the required match which is calculated using the following formula:  $(\text{Total Service Expenditures to be charged to Federal funds} / .85) - (\text{Total Service Expenditures to be charged for Title IIIB, IIIC1, and IIIC2 services}) \times .67$ . Example:  $100 / .85 = 118$ ;  $118 - 100 = 18$ ;  $18 \times .67 = 12$ ; the required match is 12.
  
  - iii. Federal funds may not pay for more than 75% of expenditures for Title IIIE services. The required match is calculated using the following formula:  $(\text{Total Service Expenditures for Title IIIE services} / .75) - (\text{Total Service Expenditures for Title IIIE services})$ . Example:  $100 / .75 = 133$ ;  $133 - 100 = 33$ ; the required match is 33.

## EXHIBIT A

### Part 3 Special Provisions

1. **HIPAA Compliance.** As a Business Associate of a Covered Entity, DHS must comply with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA), and DHS must also comply with OAR 943-014-0400 through OAR 943-014-0465. Recipient is a Business Associate of DHS and therefore must comply with OAR 943-014-0400 through OAR 943-014-0465 and the Business Associate requirements set forth in 45 CFR 164.502 and 164.504.

Recipient shall be liable to DHS for any and all costs incurred by DHS, including, but not limited to, costs of issuing any notices required by HIPAA, HITECH or any other applicable law and damages to third parties as a result of Recipient's Breach of Unsecured Protected Health Information.

- a. Consultation and Testing. If Recipient reasonably believes that the Recipient's or DHS' data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, Recipient shall promptly consult the DHS Information Security Office. Recipient or DHS may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the DHS testing schedule.
  - b. Data Transactions Systems. If Recipient intends to exchange electronic data transactions with DHS or the Oregon Health Authority (OHA) in connection with claims or encounter data, eligibility or enrollment information, authorizations or other electronic transaction, Recipient shall execute an Electronic Data Interchange (EDI) Trading Partner Agreement and shall comply with EDI Rules set forth in OAR 943-120-0110 through 943-120-0160.
2. **Confidentiality of Client Information.**
    - a. All information as to personal facts and circumstances obtained by Recipient on a client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
    - b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
    - c. DHS, Recipient and any subcontractor will share information as necessary to effectively serve DHS clients.

## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between DHS or any other agency or department of the State of Oregon, or both, and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of the jurisdiction of any court or of any form of defense to or immunity from any Claim, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. This Section shall survive expiration or termination of this Agreement.
2. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to the implementation of the project. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. This Section shall survive expiration or termination of this Agreement.
3. **Independent Parties.** The parties agree and acknowledge that their relationship is that of independent parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Grant Funds; Payments.**
  - a. Recipient is not entitled to compensation under this Agreement by any other agency or department of the State of Oregon. Recipient understands and agrees that DHS' participation in this Agreement is contingent on DHS receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to participate in this Agreement.
  - b. Disbursement Method. Disbursements under this Agreement will be made by Electronic Funds Transfer (EFT), unless otherwise mutually agreed, and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other DHS Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Recipient must provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Recipient must maintain at its own expense a single financial institution or authorized payment agent capable of



receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all disbursements under this Agreement. Recipient must provide this designation and information on a form provided by DHS. In the event that EFT information changes or the Recipient elects to designate a different financial institution for the receipt of any payment made using EFT procedures, Recipient will provide the changed information or designation to DHS on a DHS-approved form.

5. **Recovery of Overpayments.** ANY FUNDS DISBURSED TO RECIPIENT UNDER THIS AGREEMENT THAT ARE EXPENDED IN VIOLATION OR CONTRAVENTION OF ONE OR MORE OF THE PROVISIONS OF THIS AGREEMENT "MISEXPENDED FUNDS" OR THAT REMAIN UNEXPENDED ON THE EARLIER OF TERMINATION OR EXPIRATION OF THIS AGREEMENT MUST BE RETURNED TO DHS. RECIPIENT SHALL RETURN ALL MISEXPENDED FUNDS TO DHS PROMPTLY AFTER DHS' WRITTEN DEMAND AND NO LATER THAN 15 DAYS AFTER DHS' WRITTEN DEMAND. RECIPIENT SHALL RETURN ALL UNEXPENDED FUNDS TO DHS WITHIN 14 DAYS AFTER THE EARLIER OF TERMINATION OR EXPIRATION OF THIS AGREEMENT. DHS, IN ITS SOLE DISCRETION, MAY RECOVER MISEXPENDED OR UNEXPENDED FUNDS BY WITHHOLDING FROM PAYMENTS DUE TO RECIPIENT SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. PRIOR TO WITHHOLDING, IF RECIPIENT OBJECTS TO THE WITHHOLDING OR THE AMOUNT PROPOSED TO BE WITHHELD, RECIPIENT SHALL NOTIFY DHS THAT IT WISHES TO ENGAGE IN DISPUTE RESOLUTION IN ACCORDANCE WITH SECTION 13 OF THIS EXHIBIT.
6. **Ownership of Work Product.** In accordance with Code of Federal Regulations 45 CFR 75.320 ownership of equipment purchased with Federal funds, shall vest in the Recipient, subject to the following conditions: 1) Equipment records, including description, serial number, model number, acquisition date and location, shall be maintained; 2) Recipient shall take a physical inventory of equipment and reconcile with equipment records at least once every two years; 3) Recipient shall maintain a control system to ensure adequate protection against damage or theft or both, and to implement adequate maintenance procedures to keep the equipment in good condition. Regulations regarding the transfer, sale or disposal of such items can be found in 45 CFR 75.320.
7. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

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

This Section shall survive expiration or termination of this Agreement.

8. **Indemnification by Subcontractors.** Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims. This Section shall survive expiration or termination of this Agreement.
  
9. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:
  - a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
  
  - b. Any representation, warranty or statement made by County herein or in any documents or reports relied upon by DHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

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

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

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

**11. Termination.**

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

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

**b. DHS Termination.** DHS may terminate this Agreement:

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

- c. Mutual Termination. The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**12. Effect of Termination.**

a. Entire Agreement.

- (1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.
- (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

- b. Obligations and Liabilities. Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**13. Insurance.** All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**14. Records Maintenance, Access.** Recipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient, whether in paper, electronic or other form, that are pertinent to this Agreement, in such a manner as to clearly document Recipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Recipient whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Recipient acknowledges and agrees that DHS and the Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Recipient shall retain and keep accessible all Records for the longest of:

- a. Six years following final payment and termination of this Agreement;
- b. The period as may be required by applicable law, including the records retention schedules set forth in OAR Chapter 166; or
- c. Until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement.

**15. Information Privacy/Security/Access.** If this Agreement requires or allows Recipient or, when allowed, its subcontractor(s), to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants Recipient or its subcontractor(s) access to such DHS Information Assets or Network and

Information Systems, Recipient shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this Section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.

**16. Assignment of Agreement, Successors in Interest.**

- a. Recipient shall not assign or transfer its interest in this Agreement without prior written consent of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by DHS. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in this Agreement.
- b. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and permitted assigns.

**17. Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. This Section shall survive expiration or termination of this Agreement.

**18. Subcontracts.** Recipient shall not enter into any subcontracts for any part of the program supported by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, Recipient shall include in any permitted subcontract under this Agreement provisions to ensure that DHS will receive the benefit of subcontractor activity(ies) as if the subcontractor were the Recipient with respect to Sections 1, 2, 3, 6, 7, 8, 10, 11, 12, 13, 15, 16, and 17 of this Exhibit B. DHS' consent to any subcontract shall not relieve Recipient of any of its duties or obligations under this Agreement.

**19. No Third Party Beneficiaries.** DHS and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This Section shall survive expiration or termination of this Agreement.

**20. Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

**21. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Recipient or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as

either party may indicate pursuant to this Section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by e-mail shall be deemed received and effective five days after the date of e-mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Recipient, or on the next business day if transmission was outside normal business hours of the Recipient. Notwithstanding the foregoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

DHS: Office of Contracts & Procurement  
250 Winter St. NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

This Section shall survive expiration or termination of this Agreement.

22. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
23. **Amendments; Waiver; Consent.** DHS may amend this Agreement to the extent provided herein, the solicitation document, if any from which this Agreement arose, and to the extent permitted by applicable statutes and administrative rules. No amendment, waiver, or other consent under this Agreement shall bind either party unless it is in writing and signed by both parties and when required, the Department of Justice. Such amendment, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. This Section shall survive the expiration or termination of this Agreement.
24. **Merger Clause.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein, regarding this Agreement.
25. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

## EXHIBIT C

### Subcontractor Insurance Requirements

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

1. **Workers Compensation.** All employers, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements.

2. **Professional Liability.**

Required by DHS  Not required by DHS

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Agreement. Recipient shall provide proof of insurance of not less than the following amounts as determined by DHS.

3. **Commercial General Liability.**

Required by DHS  Not required by DHS

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



**Bodily Injury, Death and Property Damage:**

Amount described below per occurrence (for all claimants for claims arising out of a single accident or occurrence):

If Subcontractor agreement has a <i>Not-to-Exceed</i> amount of:	Contractor is required to procure a minimum coverage amount of:
\$0 - \$1,000,000	\$1,000,000
\$1,000,001. - \$2,000,000	\$2,000,000
\$2,000,001. - \$3,000,000	\$3,000,000
In excess of \$3,000,001	\$4,000,000

**4. Automobile Liability Insurance.**

**Required by DHS if Agency transports DHS clients**

Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Recipient shall provide proof of insurance of not less than the following amounts as determined by the DHS:

**Bodily Injury, /Death and Property Damage:**

If Subcontractor agreement has a <i>Not-to-Exceed</i> amount of:	Contractor is required to procure a minimum coverage amount of:
\$0 - \$1,000,000	\$1,000,000
\$1,000,001. - \$2,000,000	\$2,000,000
\$2,000,001. - \$3,000,000	\$3,000,000
In excess of \$3,000,001	\$4,000,000

- 5. Additional Insured.** The Commercial General Liability insurance and Automobile Liability insurance required under this Agreement shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Recipient’s activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- 6. Notice of Cancellation or Change.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 60 days’ written notice from this Recipient or its insurer(s) to DHS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Agreement and shall be grounds for immediate termination of this Agreement by DHS.

7. **Proof of Insurance.** Recipient shall provide to DHS information requested in Data Certification for all required insurance before delivering any Goods and performing any Services required under this Agreement. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.
  
8. **“Tail” Coverage.** If any of the required liability insurance is on a “claims made” basis, Recipient shall either maintain either “tail” coverage or continuous “claims made” liability coverage, provided the effective date of the continuous “claims made” coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of (i) Recipient’s completion and DHS’ acceptance of all Services required under this Agreement, or, (ii) The expiration of all warranty periods provided under this Agreement. Notwithstanding the foregoing 24-month requirement, if Recipient elects to maintain “tail” coverage and if the maximum time period “tail” coverage reasonably available in the marketplace is less than the 24-month period described above, then Recipient shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace for the coverage required under this Agreement. Recipient shall provide to DHS, upon DHS’ request, certification of the coverage required under this section 8.
  
9. **Self-Insurance.** Recipient may fulfill its insurance obligations herein through a program of self-insurance, provided that Recipient’s self-insurance program complies with all applicable laws, and provides insurance coverage equivalent in both type and level of coverage to that required in this Exhibit C. Notwithstanding section 7. of this Exhibit C, Recipient shall furnish an acceptable insurance certificate to DHS for any insurance coverage required by this Agreement that is fulfilled through self-insurance.

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**EXHIBIT D**  
**Required Federal Terms and Conditions**

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

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

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

local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

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

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

7. **Audits.**

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

8. **Debarment and Suspension.** Recipient shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

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

9. **Drug-Free Workplace.** Recipient shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) Recipient certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in Recipient’s workplace or while providing services to DHS Clients. Recipient’s notice shall specify the actions that will be taken by Recipient against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, Recipient’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by 41 U.S.C. 8104; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither Recipient, or any of Recipient’s employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Recipient or Recipient’s employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Recipient or Recipient’s employee, officer, agent or subcontractor’s performance of essential job function or creates a direct threat to DHS Clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.
10. **Pro-Children Act.** Recipient shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. 6081 et. seq.).
11. **Medicaid Services.** Recipient shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. 1396 et. seq., including without limitation:

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

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

13. **Disclosure.**

- a. 42 CFR Part 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in

which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.

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

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

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



## EXHIBIT F

### Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200

All required data elements in accordance with 2 CFR 200.331 are available at <http://www.oregon.gov/dhs/spwpd/pages/sua/info-aaa.aspx> under Fiscal / Budgetary / Contractual section.



COPY

Richard Swift  
Interim Director

July 16, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement with City of Sandy/ Sandy Senior and Community Center to Provide Social Services for Clackamas County Residents age 60 and over

<b>Purpose/Outcomes</b>	Subrecipient Agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons in the City of Sandy service area.
<b>Dollar Amount and Fiscal Impact</b>	The maximum agreement is \$129,157. The contract is funded through the Social Services Division agreement with the Oregon Dept of Human Services, State Unit on Aging.
<b>Funding Source</b>	Federal Older American Act - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The BCC approved the previous agreement on 081414-A1, and 121114-A3
<b>Contact Person</b>	Brenda Durbin, Director, Social Services Division 503-655-8641
<b>Contract No.</b>	6649

**BACKGROUND:**

The Social Services Division of the Health, Housing and Human Services request the approval of the Subrecipient agreement with the City of Sandy/ Sandy Senior and Community Center to provide Older American Act (OAA) funded services for persons living in Sandy. The services provided include lunch served at the Center, home delivered meals, health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and involved in their community.

In the spring of 2011 Social Services advertised for a contractor to provide Older American Act services for older persons in Clackamas County during Fiscal Year 2011-12, with an option for renewal for four additional years. No agency other than City of Sandy/ Sandy Senior and Community Center showed an interest in providing these services in the Sandy area, so an intergovernmental agreement with the City of Sandy/ Sandy Senior and Community Center was negotiated. This is the final renewal under this RFP.

**RECOMMENDATION:**

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

Respectfully submitted,

Richard Swift, Interim Director

**CLACKAMAS COUNTY, OREGON  
SUBRECIPIENT GRANT AGREEMENT 16-003**

This Agreement is between Clackamas County, Oregon, acting by and through its  
Health Housing & Human Services Department,  
Social Services Division – Area Agency on Aging and  
City of Sandy/Sandy Senior & Community Center (Subrecipient).

**Clackamas County Data**

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

**Subrecipient Data**

Finance/Fiscal Representative: Nancy Enabnit	Program Representative: Same
Nancy Enabnit, Center Manager 38348 Pioneer Blvd Sandy, OR 97055 503-668-5569 nenabnit@cityofsandy.com	Same
FEIN: 93-6002250	

**RECITALS**

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

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

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2015** and shall expire on **June 30, 2016**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit 1 - Purpose, Service Descriptions and Service Objectives. SUBRECIPIENT agrees to perform the Services in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the Older Americans Act and 45 CFR 1321 (collectively "OAA"), that is the source of the grant funding, in addition to compliance with requirements of State of Oregon, Department of Human Services, State Unit on Aging Older Americans Act Program Standards.
4. **Funds.** The maximum, not to exceed, grant amount that the COUNTY will pay is **\$129,157**. This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 6 – Budget and Units of Services.)
  - a. **Grant Funds.** The COUNTY's funding for grant funds in this Agreement is the Older Americans Act (CFDAs: 93.043, 93.044, 93.045, 93,052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging and Federal Transportation Administration funds (Federal Statute: 49 USC 5310; CFDA: 20.513) issued to the COUNTY by Ride Connection, Inc.
  - b. **Other Funds.** The COUNTY's funding for transportation services outlined in this agreement are from Medicaid funds issued to the COUNTY by the State of Oregon, Department of Human Services and from Elderly and Disabled Transportation funds issued to the COUNTY by Ride Connection, Inc and TriMet.
5. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.

6. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other upon thirty (30) business days notice. This notice may be transmitted in person, by certified mail, facsimile, or by Email.
7. **Funds Available and Authorized.** The COUNTY certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the current fiscal year budget. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on the COUNTY receiving appropriations or other expenditure authority sufficient to allow the COUNTY, in the exercise of its sole administrative discretion, to continue to make payments under this Agreement.
8. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
9. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a subrecipient, and accepts among its duties and responsibilities the following:
  - a. **Financial Management.** SUBRECIPIENT shall comply with 2 CFR Part 200, Subpart D— *Post Federal Award Requirements*, and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary sources documentation for all costs incurred. In addition, the SUBRECIPIENT agrees to comply with the standards set forth in the "OAA".
  - b. **Cost Principles.** The SUBRECIPIENT shall administer the award in conformity with 2 CFR 200, Subpart E. These cost principles must be applied for all costs incurred whether charged on a direct or indirect basis. Costs disallowed by the Federal government shall be the liability of the SUBRECIPIENT.
  - c. **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from services provided during the funding period.
  - d. **Match.** SUBRECIPIENT agrees to provide matching funds for the services provided as outlined in Exhibit 6 – Budget and Units of Services.
  - e. **Budget.** SUBRECIPIENT's use of funds may not exceed the amounts specified in the Exhibit 6 – Budget and Units of Services. The SUBRECIPIENT may not transfer grant funds between services without the prior written approval of the COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.

- f. **Research and Development.** COUNTY certifies that this award is not for research and development purposes.
- g. **Payment.** The SUBRECIPIENT must submit a final request for payment no later than ten (10) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit 5 – Reporting Requirements.
- h. **Performance Reporting.** The SUBRECIPIENT must submit Performance Reports as specified in Exhibit 5 – Reporting Requirements for each period (monthly, quarterly, and final) during the term of this Agreement.
- i. **Financial Reporting.** Methods and procedures for payment shall minimize the time elapsing between the transfer of funds and disbursement by the grantee or subgrantee, in accordance with Treasurer regulations at 31 CFR Part 205. Therefore, upon execution of this agreement, SUBRECIPIENT will submit completed Reimbursement Request on a monthly basis as specified in Exhibit 5 – Reporting Requirements.
- j. **Closeout.** COUNTY will closeout this award when COUNTY determines that all applicable administrative actions and all required work have been completed by SUBRECIPIENT, pursuant to 2 CFR 200.343—*Closeout*. SUBRECIPIENT must liquidate all obligations incurred under this award and must submit all financial (Exhibit 5 – Reporting Requirements), performance, and other reports as required by the terms and conditions of the Federal award and/or the COUNTY, no later than 10 calendar days after the end date of this agreement.
- k. **Universal Identifier and Contract Status.** The SUBRECIPIENT shall comply with 2 CFR 25.200-205 and apply for a unique universal identification number (DUNS) as required for receipt of funding. In addition, the SUBRECIPIENT shall register and maintain an active registration in the Central Contractor Registration database, now located at <http://www.sam.gov>.
- l. **Suspension and Debarment.** The SUBRECIPIENT shall comply with 2 CFR 180.220 and 901. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. SUBRECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. SUBRECIPIENT may access the Excluded Parties List System at <http://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689.

Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

- m. Lobbying.** The SUBRECIPIENT certifies (Exhibit 8: Lobbying and Litigation) that no portion of the Federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law and shall abide by 2 CFR 200.450 and *the Byrd Anti-Lobbying Amendment* 31 U. S. c. 1352, which prohibits the use of Federal grant funds for litigation against the United States. In addition, the SUBRECIPIENT certifies that it is a nonprofit organization described in Section 501(c) (4) of the Code, but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- n. Audit.** The SUBRECIPIENT shall comply with the audit requirements prescribed in the Single Audit Act Amendments and the new Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, located in 2 CFR 200 Subpart F. SUBRECIPIENT expenditures of \$750,000 or more in Federal funds for fiscal years beginning after 12/26/2014 require an annual Single Audit. SUBRECIPIENT is required to hire an independent auditor qualified to perform a Single Audit and submit the audit reports to the COUNTY within 9 months from the SUBRECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- o. Monitoring.** The SUBRECIPIENT agrees to allow COUNTY access to conduct site visits and inspections of financial records for the purpose of monitoring in accordance with 2 CFR 200.330-331. The COUNTY, the Federal government, and their duly authorized representatives shall have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Monitoring may be performed onsite or offsite, at the COUNTY's discretion. Depending on the outcomes of the financial monitoring processes, this Agreement shall either a) continue pursuant to the original terms, b) continue pursuant to the original terms and any additional conditions or remediation deemed appropriate by COUNTY, or c) be de-obligated and terminated.
- p. Record Retention.** The SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by the Federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337.

- q. **Fiduciary Duty.** SUBRECIPIENT acknowledges that it has read the award conditions and certifications for OAA Funding, that it understands and accepts those conditions and certifications, and that it agrees to comply with all the obligations, and be bound by any limitations applicable to the Clackamas County, as grantee, under those grant documents.
- r. **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to the COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.

#### 10. Compliance with Applicable Laws

- a. **Federal Terms.** The SUBRECIPIENT shall comply with the federal terms and conditions as outlined in Exhibit 3 - Required Federal Terms and Conditions, and incorporated herein.
- b. **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c. **Conflict Resolution.** If potential, actual or perceived conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances or other laws applicable to the Services under the Agreement, SUBRECIPIENT may in writing request County to resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement. The County shall undertake reasonable efforts to resolve the issue but is not required to deliver any specific answer or product. The SUBRECIPIENT shall remain obligated to independently comply with all applicable laws and no action by the County shall be deemed a guarantee, waiver, or indemnity for non-compliance with any law.
- d. **Criminal Records and Abuse Checks.** SUBRECIPIENT agrees to meet requirements set forth in OAR 407-007-0200 through 407-007-0370 and ORS 181.534 through 181.537 and ORS 443.004. Subject individuals are employees of the SUBRECIPIENT; volunteers of the SUBRECIPIENT; employees and volunteers of SUBRECIPIENT's subcontractors and direct care providers of clients for which SUBRECIPIENT provides service authorization.

County will assist SUBRECIPIENT to meet this requirement by processing criminal record checks utilizing the DHS Criminal Records Information Management System (CRIMS) for SUBRECIPIENT's subject individuals as requested.



- e. **Mandatory Reporting of Elder Abuse.** SUBRECIPIENT shall ensure compliance with the mandatory reporting requirements of ORS 124.050 through 124.095 and OAR Chapter 411, Division 20 for employees and volunteers of the SUBRECIPIENT's clients to whom the SUBRECIPIENT provides services.
- f. **Americans with Disabilities Act.** SUBRECIPIENT will ensure facilities used for the provision of OAA funded services meet the requirements as stated in Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), Section 504 of the Rehabilitation Act and DHS Policy #010-005.
- g. **Confidentiality of Client Information.**
  - i. All information as to personal facts and circumstances obtained by the SUBRECIPIENT on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the responsible parent of a minor child, or his or her guardian except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
  - ii. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this agreement. Confidentiality policies shall be applied to all requests from outside sources.
  - iii. DHS, County and SUBRECIPIENT will share information as necessary to effectively serve DHS Clients.

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

- a. **Information Required by 2 CFR Subtitle B with guidance at 2 CFR Part 200:** All required data elements in accordance with 2 CFR 200.331 are available at <http://www.oregon.gov/dhs/spwpd/pages/sua/info-aaa.aspx> under Fiscal / Budgetary / Contractual section.

## **12. Federal and State Procurement Standards**

- a. All procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition. All sole-source procurements must receive prior written approval from County in addition to any other approvals required by law applicable to the SUBRECIPIENT. Justification for sole-source procurement should include a description of the project and what is being contracted for, an explanation of why it is necessary to contract noncompetitively, time constraints and any other pertinent information. Interagency agreements between units of government are excluded from this provision.

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

### 13. General Agreement Provisions.

- a. **Non-appropriation Clause.** If payment for activities and programs under this agreement extends into the COUNTY's next fiscal year, the COUNTY's obligation to pay for such work is subject to approval of future appropriations to fund the agreement by the Board of County Commissioners.
- b. **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY and its commissioners, officers, employees, and agents harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
  - i. **Ride Connection/Tri-Met funds:** To the fullest extent permitted by law, SUBRECIPIENT agrees to fully indemnify, hold harmless and defend Ride Connection, its directors, officers, employees and agents, TriMet, its officers

employees and agents, and the State of Oregon, its officers, employees and agents, from and against all claims, suits, actions of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney's fees resulting from or arising out of the activities of SUBRECIPIENT, its officers, directors, employees, agents, subcontractors and volunteers under this Agreement.

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

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

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

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

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

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

- i. Required for State of Oregon for non-medical rides for Medicaid clients – Commercial General Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily

Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided for this funding source.

- ii. Required for Ride Connection/Tri-Met Transportation Funding – Broad form comprehensive general liability coverage, \$1,000,000 combined single limit bodily injury and property damage
  
- iv. **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
  
- v. **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
  - (a) Required by State of Oregon for non-medical rides for Medicaid clients – Insurance must provide that the State of Oregon, Department of Human Services, and its divisions, officers and employees are Additional Insured but only with respect to the transportation services funded under Agreement between the State of Oregon and Clackamas County Social Services.
  - (b) Required for Ride Connection/Tri-Met Transportation Funding – the insurance shall:
    - (i) include Ride Connection and Tri-Met and its directors, officers, representatives, agents, and employees as additional insured with respect to work or operations connected with providing transportation;
    - (ii) give Ride Connection and Tri-Met not less than thirty (30) days notice prior to termination or cancellation of coverage; and
    - (iii) include an endorsement providing that the insurance is primary insurance and that no insurance that may be provided by Ride Connection or Tri-Met may be called in to contribute to payment for a loss.
  
- vi. **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60

days notice of cancellation provision shall be physically endorsed on to the policy.

- vii. **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- viii. **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. The COUNTY and its officers must be named as an additional insured on the Certificate of Insurance. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
- ix. **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss.
- x. **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
- d. **Assignment.** This Agreement may not be assigned in whole or in part without the prior express written approval of the COUNTY.
- e. **Independent Status.** SUBRECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
- f. **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail return-receipt, or by

confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

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

(Signature Page Attached)

SIGNATURE PAGE TO SUBRECIPIENT GRANT AGREEMENT

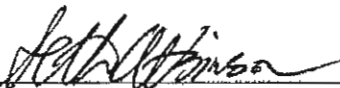
This agreement consists of thirteen (13) sections plus the following exhibits which by this reference are incorporated herein.

- Exhibit 1 Scope of Work and Service Objectives and Elements of Completion
- Exhibit 2 Transportation Provider Standards
- Exhibit 3 Required Federal Terms and Conditions
- Exhibit 4 Subrecipient Standard Terms and Conditions
- Exhibit 5 Reporting Requirements
- Exhibit 6 Budget and Units of Service
- Exhibit 7 TRP Program Purpose, Service Descriptions
- Exhibit 8 Congressional Lobbying Certificate
- Exhibit 9 Subrecipient Information

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers. AGREED as of the Effective Date.

City of Sandy  
Sandy Senior & Community Center

By:

  
Seth Atkinson, City Manager

Date

7/6/15

CLACKAMAS COUNTY

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

Signing on Behalf of the Board:

\_\_\_\_\_  
Richard Swift, Interim Director  
Department of Human Services

\_\_\_\_\_  
Date

## Exhibit 1

### PURPOSE, SERVICE DESCRIPTION AND SERVICE OBJECTIVES

#### **1. PURPOSE OF THE SERVICES**

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

#### **2. DESCRIPTION OF SERVICES**

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



- c. INFORMATION & ASSISTANCE:** Consists of request for assistance locating resources to meet a specific need, or assistance prioritizing and locating resources to meet multiple needs. Inquiries require:
- i. Informal assessment of the client's needs.
  - ii. Evaluation of appropriate resources.
  - iii. Assistance linking the client to the resources.
  - iv. Completion of an intake form to document background information on the client, the client's needs and what actions or referrals were made.
  - v. Follow up with the client or agency to see if the needs were met.
  - vi. Tallying the category of need for each inquiry.
  - vii. Documenting any unmet needs including recording the request, resources tried and the reason unable to help.
- d. TRANSPORTATION:** Is the service that provides one-way rides for older persons and younger persons with disabilities. The goal is to ensure that transportation needs are met for those who are unable to meet their transportation needs independently. OAA funded rides are scheduled for persons who are age 60 and older for trips to medical appointments, clinics, personal business and to senior center activities. Ride Connection funded rides are scheduled for individuals age 60 and older and for persons with disabilities age 18 and over for medical appointments, clinics, personal business, shopping, nutrition and recreation activities.
- i. Sandy Sr. & Comm. Center Transportation Consortium Goals:
    - (1) Increase replacement reserve fund with separate accounting.
    - (2) Assure all drivers meet Ride Connection training and eligibility requirements as defined in the Operations Manual for Transportation Coordinators.
    - (3) Continue regular publicity/marketing efforts regarding transportation program
    - (4) Continue to explore ways to increase ridership, including contact with long term care facilities in the area.
    - (5) Attend all scheduled Transportation Consortium meetings.
  - ii. Guidelines for Non-Medical Transportation for Waivered Medicaid Clients
    - (1) This funding source is available for Medicaid clients who are receiving "waivered" services. Medicaid clients with a case manager who reside in all types of living situations except nursing facilities are waivered Medicaid clients. All rides must be authorized in writing on a *NON MEDICAL RIDE REFERRAL FORM FOR WAIVERED MEDICAID CLIENT* form by an Aging and Disability Services case manager before reimbursement may be requested for them. SUBRECIPIENT must keep the client ride authorizations on file – faxed forms are adequate. Case Managers will authorize rides yearly, at a minimum and will note the need for non-medical transportation in the client's signed case plan. COUNTY will coordinate completion and distribution of forms for SUBRECIPIENT and case managers through the Transportation Reaching People (TRP) program.

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

One person, one-way ride: \$14.00 per ride

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

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

iii. SUBRECIPIENT will be responsible for:

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

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

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

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

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

f. **PHYSICAL ACTIVITY AND FALLS PREVENTION:** The provision of physical fitness programs that include a focus on strength, balance, and flexibility exercise to promote physical activity and/or prevent falls, which have been demonstrated through rigorous evaluation to be evidence-based and effective with older populations.

g. **PREVENTIVE SCREENING, COUNSELING, AND REFERRALS:** The provision of educational programming about the availability, benefits and appropriate use of Medicare preventive health services and/or other preventive health programs.

h. **CAREGIVER RESPITE** – Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for

unpaid caregivers served under the Family Caregiver Support Program. To be eligible for caregiver respite, the care recipient must either: (1) be unable to perform at least two activities of daily living (ADL's) without substantial human assistance, including verbal reminding, physical cueing OR (2) due to a cognitive or other mental impairment, require substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or another individual.

- i. **LOW INCOME ENERGY ASSISTANCE PROGRAM (LIEAP) Intakes** – A service provided by SUBRECIPIENT staff to assist vulnerable, homebound, low income County residents in completing applications for LIEAP funds. A unit of service is one correctly completed, accepted application submitted to COUNTY prior to the November 30, 2013 deadline.

### 3. SERVICE OBJECTIVES

#### a. **Case Management**

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

Elements:

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

**b. Reassurance**

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

Elements:

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

**c. Information and Assistance - COUNTY Responsibilities**

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

Elements:

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

**d. Information and Assistance - SUBRECIPIENT Responsibilities**

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

Elements:

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

- v. SUBRECIPIENT I & A Specialist will compile and submit quarterly data reports, including a description of unmet needs, to the Contract Specialist for forwarding to the County I & A Coordinator by the 10th day following each quarter.

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

Elements:

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

**e. Transportation**

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

Elements:

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

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**f. MEAL SITE MANAGEMENT**

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

Elements:

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

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

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

Elements:

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

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

Elements:

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

- (2) Characteristics of the service area's older population.
- (3) Other programs in the relevant service area.

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

Elements:

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

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

Elements:

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

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

Elements:

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

**i. Physical Activity/Falls Prevention**

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

Elements:

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

**j. Preventive Screening, Counseling, and Referrals**

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

Elements:

- i. SUBRECIPIENT contacts qualified professionals/organizations to conduct educational programming about the availability, benefits and appropriate use of Medicare preventive health services.
- ii. SUBRECIPIENT contacts qualified professionals/organizations to conduct Health risk assessments and screenings or preventive health education programs at their facility or a facility convenient for their clientele.
- iii. SUBRECIPIENT schedules and advertises programs.
- iv. SUBRECIPIENT registers participants for activities, if necessary.
- v. SUBRECIPIENT has staff and/or trained volunteers available on site to coordinate the programs.
- vi. Where appropriate, SUBRECIPIENT keeps demographic records of participants for future planning purposes and so that participants may be notified of other preventive health education programs available to them.

**k. Caregiver Respite –**

**Objective:** To provide contracted units of service for family members of eligible under the Family Caregiver Support Program.

Elements:

- i. Agency respite program coordinator (RPC) interviews care providers to determine appropriateness of clients to program.
- ii. Agency RPC registers clients in program.
- iii. Agency staff, led by an RN, provide weekly activity program for respite clients.



**I. Low Income Energy Assistance Program (LIEAP) Intakes**

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

Elements:

- iv. SUBRECIPIENT Client Services Coordinator (CSC) assists home-bound clients with the completion and submission of a LIEAP annual application.
- v. SUBRECIPIENT CSC ensures that the application form is completed per program requirements.

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**Exhibit 2**  
**Transportation Provider Standards**

**A. Vehicle Standards**

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

**B. Drivers**

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

- f. Establish procedures for drivers to deal with situations in which emergency care is needed for Clients that they have been assigned to transport.

2. SUBRECIPIENT's selection of its drivers shall include:

- a. Verification that the driver has an appropriate and valid, unrestricted State of Oregon driver's license as defined in ORS Chapter 807 and OAR Chapter 735, Division 062; and,
- b. Verification that the driver has not been convicted of any crimes against people or any drug or alcohol related offenses. If a Provider desires an exception to this requirement, such exception shall be made only with the approval of SUBRECIPIENT and shall be dependent upon when the crime occurred, nature of the offense, and other circumstances to assure Clients will not be placed in a risk of harm from the driver.

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## EXHIBIT 3

### Required Federal Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

8. **Audits.**

- a. SUBRECIPIENT shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited to, the Uniform Administrative Requirements found at 2 CFR 200.

9. **Debarment and Suspension.** SUBRECIPIENT shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

10. **Drug-Free Workplace.** SUBRECIPIENT shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) SUBRECIPIENT certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in SUBRECIPIENT's workplace or while providing services to DHS clients. SUBRECIPIENT's notice shall specify the actions that will be taken by SUBRECIPIENT against its employees for violation

of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, SUBRECIPIENT's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither SUBRECIPIENT, or any of SUBRECIPIENT's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the SUBRECIPIENT or SUBRECIPIENT's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; (x) Violation of any provision of this subsection may result in termination of this Agreement.

11. **Pro-Children Act.** SUBRECIPIENT shall comply and require all subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. section 6081 et. seq.).
12. **Medicaid Services.** SUBRECIPIENT shall comply with all applicable federal and state laws and regulation pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 U.S.C. Section 1396 et. seq., including without limitation:
  - a. Keep such records as are necessary to fully disclose the extent of the services provided to individuals receiving Medicaid assistance and shall furnish such information to any state or federal agency responsible for administering the Medicaid program regarding any payments claimed by such person or institution for providing Medicaid Services as the state or federal agency may from time to time request. 42 U.S.C. Section 1396a(a)(27); 42 CFR 431.107(b)(1) & (2).
  - b. Comply with all disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B).



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

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

**14. Disclosure.**

- a. 42 CFR 455.104 requires the State Medicaid agency to obtain the following information from any provider of Medicaid or CHIP services, including fiscal agents of providers and managed care entities: (1) the name and address (including the primary business address, every business location and P.O. Box address) of any person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity; (2) in the case of an individual, the date of birth and Social Security Number, or, in the case of a corporation, the tax identification number of the entity, with an ownership interest in the provider, fiscal agent or managed care entity or of any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest; (3) whether the person (individual or corporation) with an ownership or control interest in the provider, fiscal agent or managed care entity is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling, or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the provider, fiscal agent or managed care entity has a 5% or more interest is related to another person with ownership or control interest in the provider, fiscal agent or managed care entity as a spouse, parent, child or sibling; (4) the name of any other provider, fiscal agent or managed care entity in which an owner of the provider, fiscal agent or managed care entity has an ownership or control interest; and, (5) the name, address, date of birth and Social Security Number of any managing employee of the provider, fiscal agent or managed care entity.
- b. 42 CFR 455.434 requires as a condition of enrollment as a Medicaid or CHIP provider, to consent to criminal background checks, including fingerprinting when required to do so

under state law, or by the category of the provider based on risk of fraud, waste and abuse under federal law.

- c. As such, a provider must disclose any person with a 5% or greater direct or indirect ownership interest in the provider whom has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.
- d. SUBRECIPIENT shall make the disclosures required by this Section 14. To DHS. DHS reserves the right to take such action required by law, or where DHS has discretion, it deems appropriate, based on the information received (or the failure to receive information) from the provider, fiscal agent or managed care entity.

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

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

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## EXHIBIT 4

### Sub-recipient Standard Terms and Conditions

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

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

enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

**5. Ownership of Intellectual Property.**

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

- i. "SUBRECIPIENT Intellectual Property" means any intellectual property owned by SUBRECIPIENT and developed independently from the Work.
- ii. "Third Party Intellectual Property" means any intellectual property owned by parties other than COUNTY or SUBRECIPIENT.

- b. Except as otherwise expressly provided herein, or as otherwise required by state or federal law, COUNTY will not own the right, title and interest in any intellectual property created or delivered by SUBRECIPIENT or a subcontractor in connection with the Work. With respect to that portion of the intellectual property that the SUBRECIPIENT owns, SUBRECIPIENT grants to COUNTY a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 8.a.(ii) on COUNTY' behalf, and (3) sublicense to third parties the rights set forth in Section 8.a.(ii).

- c. If state or federal law requires that COUNTY or SUBRECIPIENT grant to the United States a license to any intellectual property, or if state or federal law requires that the COUNTY or the United States own the intellectual property, then SUBRECIPIENT shall execute such further documents and instruments as COUNTY may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or COUNTY. To the extent that COUNTY becomes the owner of any intellectual property created or delivered by SUBRECIPIENT in connection with the Work, COUNTY will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to SUBRECIPIENT to use, copy, distribute, display, build upon and improve the intellectual property.

- d. SUBRECIPIENT shall include in its subcontracts terms and conditions necessary to require that subcontractors execute such further documents and instruments as COUNTY may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

- 6. **Records Maintenance; Access**. SUBRECIPIENT shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition,

SUBRECIPIENT shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document SUBRECIPIENT's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." SUBRECIPIENT acknowledges and agrees that COUNTY, Ride Connection, Oregon Department of Transportation, the Public Transit Division, TriMet, State Unit on Aging and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts.

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

benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

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

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## Exhibit 5 Reporting Requirements

### 1. INVOICES

SUBRECIPIENT shall submit invoices in a format designated or approved by COUNTY. Invoices are due by the 10th of the subsequent month and must be accompanied by a completed Request for Reimbursement form (sample below). The COUNTY shall make payment to SUBRECIPIENT within 21 days of receipt of each invoice submitted.

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

SUBRECIPIENT shall submit the following invoices and reports to accompany the Request for Reimbursement form:

1. Financial summary including match and program income.
2. Vehicle Maintenance Invoices – Original approved vendor invoices for vehicle maintenance will be submitted monthly with transportation reports.
3. Additional financial reports for the administration of this contract, as required by the COUNTY.

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

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

### 2. PROGRAM ACTIVITY REPORTS

The SUBRECIPIENT shall submit monthly program activity reports presenting data comparing actual levels of service to the planned levels specified in Exhibit 4. These reports are due with the invoices. The format of these reports shall be designated or approved by the COUNTY, and contain the following:

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



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

### **3. AUDIT/MONITORING**

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

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

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

### **4. ADMINISTRATION**

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

## Exhibit 6

### Budget and Units of Service

#### 1. BUDGET

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

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

\$.96 of program income collected per meal served will contribute to reimbursement rate for each meal. The total of the number of meals served times \$.96 will be deducted from the amount requested by SUBRECIPIENT from the COUNTY on the reimbursement request.

Program income above the \$.96 per meal will be retained at the Sandy site and be used for meal site management activities.

SUBRECIPIENT may not transfer funds from one service category to another without written approval from the COUNTY.

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

Match shall be figured at 10% of the total OAA Title III-B expenditures and III-C funds contracted per service provision, and at 25% of the total OAA Title III-E funds.

Match for Ride Connections Vehicle Maintenance program is 10.27%.

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

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

2. UNIT COST SCHEDULE

CITY OF SANDY - SENIOR CENTER

Fiscal Year 2015-16

	OAA III B Funds (1)	OAA III C Funds (2)	OAA III D Funds (3)	OAA III E Funds (4)	LIEAP Funds (5)	NSIP Funds (6)	Required Match (7)	Other State Funds (8)	STF Funds 20.513 (9)	MEDICAID Funds (10)	Program Income (11)	NO. OF UNITS (12)	TOTAL COST (13)	REIMBURSE- MENT RATE (14)
CFDA Number	93,044	93,045	93,043	93,052		93,053								
Service Category														
Case Management	\$3,295						\$366					92 hrs	\$3,661	\$35.81
Reassurance	\$1,434						\$159					55	\$1,593	\$25.90
Info. & Assistance	\$3,429						\$381					188	\$3,810	\$18.27
Transportation OAA	\$5,244						\$583				\$1,000	1,311	\$6,827	\$4.00
Physical Activity Falls Prevention			\$756				\$0					98	\$756	\$20.00
Preventative Screening, Counseling, & Referrals			\$656				\$0					16	\$656	\$40.00
Family Crgvr. Respite				\$5,536			\$1,384				\$2,000	175	\$8,920	\$31.70
Trans - Ride Con. Out of Dist									\$16,024		\$600	2,003	\$16,624	\$8.00
Transportation - Special Needs									\$36,500			1,000	\$36,500	\$36.50
Transportation - Boring Lifeline									\$30,000			775	\$30,000	\$38.71
Transport - T19 Non-Med.									\$774	\$1,326		150	\$2,100	\$14.00
Ride Con - Vehicle Maint							\$323		\$2,820			N/A	\$3,143	N/A
Food Service - Frozen FDIW		\$8,000				\$3,000	\$890					4,000	\$11,890	\$2.750
OAA Meal Site Management		\$6,490					\$722				\$14,160	14,750	\$21,372	\$1.40
Medicaid Meals - SDSD		(\$973)				(\$385)	(\$109)			\$4,770	(\$450)	500	\$2,854	\$5.92
LIEAP Intakes					\$910							140	\$910	\$6.50
TOTALS	\$13,402	\$13,517	\$1,412	\$5,536	\$910	\$2,615	\$4,700	\$0	\$86,118	\$6,096	\$17,310	\$25,101	\$151,616	

CFDA Number 20.513 applies to Ride Connection Vehicle Maintenance funds only

Source of OAA Match - Staff time

Contract Amount: \$129,157

### 3. UNITS OF SERVICE

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

Client Service Objectives:

Service Category	Planned Number of Service Units	Unit of Measurement	Number of Unduplicated Clients to be Served
Case Management (OAA)	92	1 hour of service	65
Reassurance (OAA)	55	1 contact	40
Information and Assistance (OAA)	188	1 response to inquiry and follow up	60
Transportation (OAA)	1,311	1 one-way ride	100
Physical Activity/ Falls Prevention	38	1 class session	20
Preventative Screening, Counseling, & Referrals	16	1 program/activity	16
Caregiver Respite	175	1 hour of service	25
Transportation (Medicaid non-medical)	150	1 one-way ride	10
Transportation (Ride Connection)	2,003	1 one-way ride	150
Transportation (STF & Boring)	1,075	1 one-way ride	40
Meal Site Management (OAA)	14,750	1 meal delivered/served	175
Medicaid Home Delivered Meals	500	1 meal delivered/served	7
LIEAP Applications	140	1 Completed Application	140

## EXHIBIT 7

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

#### ~ BASIC PROVISIONS ~

#### Both Parties agree to:

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

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

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

~ ADDITIONAL PROVISIONS ~

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

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**Exhibit 8**  
**CONGRESSIONAL LOBBYING CERTIFICATE**

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

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

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

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

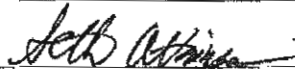
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying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

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

The Contractor, City of Sandy/Sandy Sr. & Comm. Ctr., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

Date: 7/6/15

Company Name: City of Sandy/ Sandy Sr. & Comm. Center

Signature: 

Name: Seth Atkinson  
(printed)

Title: City Manager

**EXHIBIT 9  
SUBRECIPIENT PROFILE**

**1. SUBRECIPIENT IDENTIFICATION**

City of Sandy Senior Center  
Legal Name

38348 Pioneer Boulevard  
Mailing Address

Sandy 97055  
City Zip

(503) 668-5569; 668-5891  
Phone Number; Fax #

**2. IRS/STATE NONPROFIT NUMBER:**

Federal ID#: 93-6002250

**3. CHIEF ADMINISTRATIVE OFFICIAL:**

Name: Seth Atkinson

Title: City Manager

Address: 39250 Pioneer Blvd.  
Sandy, OR 97055

Phone: 503-668-5533

**4. TYPE OF AGENCY:** Public

**5. TYPE OF PROGRAM:** Social Services

**6. BOARD OF DIRECTORS (List Members):**

**CITY OF SANDY – CITY COUNCIL**

Bill King-Mayor, Carl Exner, Olga Gerberg, Jeremy Pietzold, Lois Coleman, John Hamblin, Preston Farner,  
Frequency of Meetings:  
Twice Monthly

**7. SUBRECIPIENT INFORMATION:**

The following have been approved and adopted by the SUBRECIPIENT's Board of Directors:

	<u>YES</u>	<u>NO</u>	Approved Usage Certificate	<u>YES</u>	<u>NO</u>
Written Personnel Policies	X				
Staff Job Descriptions	X		Fire Marshal	X	
Written Benefits Policies	X		Co. Health	X	
Affirmative Action Plan	X		County Zone	X	
Nondiscrimination Plan	X				
State/Federal Certifications	X				





## I. RESPONSE SECTION

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

Clients who have been denied a Center service or have a complaint relating to service delivery will be referred to the formal grievance procedure if all attempts to resolve the conflict informally between the parties involved fail.

The formal grievance procedure encompasses a successive review of the complaint by the Center Director, City Manager, and City Council, in that order. The City Council's decision is binding. All complaints relating to Aging and Disability Services contracted services shall be resolved in accordance with the terms of the contract and CCSS staff review.

### SANDY SENIOR CENTER PROCEDURES FOR HANDLING COMPLAINTS

Complaints are a natural result of being a visible, active organization providing services to the public. In order to maintain a positive climate in the community, and provide quality services to the public, we must be aware of any concerns about the programs and services we provide and have a consistent procedure for responding to complaints. Our preferred way to handle complaints is to solve them informally by the parties involved. This informal process encourages persons to freely express their concerns so that immediate action may be taken to resolve the issue in a positive way. While the informal process is preferred, it is also necessary to make available a formal process for taking a complaint elsewhere if it cannot be solved informally.

#### INFORMAL PROCEDURE

When staff\* or volunteers receive a complaint they should:

- a. Make sure that complainant talk directly to the staff person responsible for the day-to-day operation of the activity about which there is a complaint. If persons first receiving the complaint are not responsible for the particular activity, they should take the name and phone number of the complainant. Complainants should be advised that the person responsible for the activity will call them. It is the responsibility of persons first receiving the complaint to inform the person responsible for the activity about the complaint. It is preferable that persons not be passed from one person to another in order to have their complaint be heard.

\* If the complainant chooses to go first to the Assistant to the City manager, the City Manager, or the Center Advisory Board with the complaint, the informal process described here will normally be used. The Assistant to the City Manager, the City Manager, or the Center Advisory Board would refer the complaint to the Center Director to handle according to the informal process before initiating the formal process. In addition to verbal and written complaints, the City offers an on-line complaint initiation process which is directly forwarded to the staff person who is responsible for resolution of the concern.

- b. When staff receives a complaint about an activity for which they are responsible, they should try to resolve the problem as follows:
  - treat the complaint seriously;
  - ask the complainants what action they expect to be taken;
  - involve complainants in the process of devising a solution, if feasible;
  - inform complainants of what action will be taken, or why no action is necessary.
- c. If complainants still are not satisfied, they should be referred to the Center Director. The Center Director should be advised of this referral. This will allow the Center Director to begin to take any appropriate steps and/or follow-up with complainants should they fail to contact the Director. If the issue relates to Center programs, policies or procedures, the Center Director may request that the Center Advisory Board make a recommendation on the matter. Any decision must be in accordance with Senior Center policies and procedures, City of Sandy Policies, and in the case of contracted services, in accordance with established policies and procedures of the contracting agency and terms of the contract.
- d. If complainants still are not satisfied, the Formal Procedure will be initiated.

#### FORMAL PROCEDURE

If the problem has not been resolved after speaking to the Center Director, complainants may request a review by the Assistant to the City Manager. The Assistant to the City Manager will discuss with the complainants what the problem is and what action they would like taken. This will be summarized by the Assistant to the City Manager. The Assistant to the City Manager will request that the Center Director provide a written summary of the action taken to resolve the problem, and will review the information and discuss it with complainants. Within five (5) working days of this discussion, the Assistant to the City Manager will let complainants know what action is being taken.

If the problem is not resolved, the complaint must be readdressed in writing to the City Manager. Within 30 days of receipt of the complaint the City Manager will meet with complainants and the Senior Center Director to discuss the problem. When the hearing is over the City Manager will send a written decision within ten (10) working days of the hearing. The decision of the City Manager is final as to whether actions taken were justified and whether circumstances warrant review by the City Council.

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

Traditionally, Sandy Senior Center clients have not been denied outreach, case monitoring, or information and assistance services upon request. Efforts, however, are directed towards locating at-risk individuals and those at greatest economic and social need in coordinating the social services program.

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

a. Hours of Operation: From 8:30 a.m. To 5:00 p.m.

Total hours per day: 8.5 hrs

Total hours per week: 42.5 hrs

b. Official Closures:

New Year's Day, January 1

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

President's Day, third Monday in February

Memorial Day, last Monday in May

Independence Day, Fourth of July

Labor Day, first Monday in September

Veterans' Day, November 11

Thanksgiving, fourth Thursday in November & the following day

Christmas, December 25

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

The Sandy Senior Center provides services to seniors residing in the Oregon Trail School District, exclusive of the Hoodland area. The boundary between the Hoodland and Sandy districts is represented by Alder Creek. The Center informally extends certain services such as Meals-On-Wheels and medical transportation to currently unserved areas of Clackamas County

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

**Director (0.125 FTE)**

<b>Social Svcs Coordinator (1.0 FTE)</b>	<b>Clerical Assistant (.5 FTE)</b>	<b>Volunteer Assistants (1.0 FTE)</b>	<b>Senior Companions (.5 FTE)</b>	<b>Driver/ Custodian (.25 FTE)</b>
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6. Describe methods for providing information about services.

A variety of means are utilized to disseminate public information about service center staff and volunteers provide. Articles are published monthly in the Sandy Senior Scene highlighting center services, activities, and special programs. Other media opportunities include the weekly Sandy Post and monthly City water bill newsletter. Presentations concerning senior issues and center programs are also made before community groups each year. Senior volunteers are encouraged to provide information to their peers on an informal basis. Persons serving on the Sandy Senior Center Advisory Committee from churches and other organizations also represent an important source of community

networking and information sharing. The City maintains a web site and cable television channel 7 which also advertise center information.

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

The Sandy Senior Center will provide Assessment, Case Monitoring, Transportation and Information and Assistance services under the terms of the contract. Staff involved in the delivery of services will include the Director (.125 FTE), social services coordinator (1.0 FTE), Clerical Assistant (.25 FTE), Driver/Custodian (.25 FTE), and a minimum of 10 volunteer assistants equaling one full-time position. All staff and volunteers shall participate in providing information and referral services. Only staff members will be involved in the I&A documentation and record keeping process. Clackamas County Community Action Agency I&A tallying forms will be utilized.

The Center's Social Services Coordinator will act as the primary coordinator of Assessment and Case Monitoring services. Efforts will be placed on identifying isolated and frail seniors as part of the initial outreach process. Each client shall receive an initial visit, if possible in the home, to assess needs and to develop a case plan. Implementation of the case plan may include any use of volunteers to provide such on-going services as medical and shopping escort, congregate or home delivered meals, friendly visiting, filing medical insurance claims, and other support services. During the intake procedure clients are informed of services available and the Center's confidentiality policy; and participate in the development of a goal-oriented case plan. Following the implementation of the case plan, the client is monitored by the senior companions and other trained center volunteers working closely with staff. All initial and follow-up contacts completed in person or by phone shall be documented as part of client records, and maintained in a locked file.

Center staff shall also network with community gatekeepers to insure the effectiveness of the Assessment and Case Monitoring programs.

8. Briefly, describe methods for providing legal services.

Three (3) volunteer attorneys participate in monthly law projects held at the Sandy Senior Center. Clients with legal concerns are screened in advance and referred to the program as appropriate. Low-income clients may be eligible for follow-up services on a pro bono basis after the initial 30 minute interview

## **II. GUIDELINES FOR INCLUSION OF RESIDENTS OF CONGREGATE LIVING FACILITIES IN CLACKAMAS COUNTY SENIOR CENTER ACTIVITIES**

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

Those who use the Center must be:

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

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

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

### **Transportation**

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

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

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

Under no circumstances is the Center responsible for individuals who call and request a ride without the facility's knowledge and for whom a ride is given. The Center is not responsible for

individuals who once arrive at the Center, leave the Center, make other arrangements to return home or request to be returned to a location other than the original pick up address.

**Nutrition**

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

**Emergency Care**

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

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June 16, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

**Approval of an Agency Services Contract with  
 Northwest Family Services Inc for  
 Family Navigation and Alcohol and Drug Services**

<b>Purpose/Outcomes</b>	Children Youth Families Division wished to enter into an Agency Service Contract with Northwest Families Services (NWFS), Inc to support a county-wide program to safely and equitably reduce the number of children in the foster care system by reducing the length of stay in foster care, maintaining children safely at home with their parents or care givers, reducing the referral reentry rates of families into the child welfare system, and increasing the timeliness to permanency. NWFS will provide navigation services to a minimum of 30 families per month and alcohol and drug intervention services to a minimum of 20 clients per month.
<b>Dollar Amount and Fiscal Impact</b>	The Agency Services Contract is for \$245,353.00 per year and will be renewed for a second year if all contract requirements are met and sufficient funding from Oregon Department of Human Resources is still available. There are no general funds or match required for this agreement.
<b>Funding Source</b>	State of Oregon acting through its Department of Human Resources
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	No previous action on this agreement.
<b>Contact Person</b>	Rodney A. Cook
<b>Contract No.</b>	H3S #7252

**BACKGROUND:** The Children, Youth and Family Division of the Health, Housing and Human Services Department request the approval of an Agency Service Contract (ASC) with Northwest Family Services .This contract provides \$245,353.00 per year and is eligible for renewal for a second year of funding if all contract requirements are met and sufficient funding remains to be available from the state funding source. This service is part of the broader Strengthening, Preserving, and Reunifying Families Program for Clackamas County Families and will be specifically responsible for 1) Navigation Services that include: parent engagement, information and referral, case coordination and planning, providing links to services and assessing child safety needs to a minimum of 30 families per month; and 2) Front End Intervention Services that include: completing alcohol/drug assessments, short term counseling and linking clients to ongoing treatment providers.

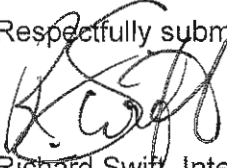
No County General Funds are involved in this contract. This contract has been reviewed and approved by County Counsel.



**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Interim Director

**AGENCY SERVICE CONTRACT**  
(Regular Services or Community Development)  
(FY15-16)

This contract is between Clackamas County acting by and through its Health, Housing and Human Services Department, Children, Youth & Families Division, (Commission on Children & Families) hereinafter called "COUNTY," and Northwest Family Services, Inc. hereinafter called "AGENCY."

I. SCOPE OF SERVICES

- A. AGENCY agrees to accomplish the following work under this contract:

**Provide Family Stabilization and Reunification services that: 1) Provide Navigation services to a minimum of 30 families per month and 2) provide alcohol and drug services to a minimum of 20 families per month 3) allocate Emergency Support Funds upon approval of DHS Case Worker 4) enter case reports into ServicePoint (HMIS) 5) maintain accurate expense records. Statement of Work reflected in Annual Work Plans (see Exhibits).**

- B. Services required under the terms of this agreement shall commence when this contract is signed by all necessary parties, but not prior to July 1, 2015. This agreement shall terminate June 30, 2016.

II. COMPENSATION AND RECORDS

- A. Compensation. COUNTY shall compensate the AGENCY for satisfactorily performing the services identified in Section I as follows:

On a cost reimbursement basis as described in Exhibit 3, attached hereto.  
Up to a maximum compensation of \$245,353.00

The payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, mileage and incidentals necessary to perform the work and services.

- B. Method of Payment. To receive payment, the AGENCY shall submit invoices and accompanying performance reports as follows:

AGENCY shall be paid on a cost reimbursement basis and shall submit invoices and accompanying performance reports as described in Exhibits 2 and 3 attached hereto.

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

- C. Record and Fiscal Control System. All payroll and financial records pertaining in whole or in part to this contract shall be clearly identified and readily accessible. Such records and documents should be retained for a period of three (3) years after receipt of final payment under this contract and all other pending matters are closed.

AGENCY SERVICE CONTRACT

- D. Access to Records. The COUNTY, the State of Oregon and the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the AGENCY which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcripts.

If an audit discloses that payments to the AGENCY were in excess of the amount to which the AGENCY was entitled, then the AGENCY shall repay the amount of the excess to the COUNTY.

III. MANNER OF PERFORMANCE

- A. Compliance with Applicable Laws and Regulations. The AGENCY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

When a requirement is listed both in the main boilerplate of the contract and in an Exhibit, the Exhibit shall take precedence.

- B. Special Federal Requirements - Common rule restricts lobbying (Volume 55, NO38 of Fed. Register, Feb. 1990).
- C. AGENCY shall not enter into any subcontracts for any of the work scheduled under this contract without obtaining prior written approval from the COUNTY.
- D. AGENCY certifies that it is an independent AGENCY and not an employee or agent of the COUNTY, State, or Federal government. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the sole responsibility of the AGENCY.

IV. GENERAL CONDITIONS

- A. Indemnity. The AGENCY agrees to indemnify, defend and hold harmless the County and its officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable in whole or in part to the acts or omissions of Agency, and Agency's officers, agents and employees, in performance of this contract

- B. INSURANCE During the term of this contract AGENCY shall maintain in force at its own expense, each insurance noted below:

- 1. Commercial General Liability Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY shall obtain, at AGENCY's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage on an "occurrence" form in the amount of not less than \$1 Million per occurrence/\$2 Million general aggregate for the protection of the County, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract.

- 2. Commercial Automobile Insurance

Required by COUNTY                       Not required by COUNTY

AGENCY SERVICE CONTRACT

AGENCY shall also obtain, at AGENCY's expense, and keep in effect during the term of the contract, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1 Million.

3. Professional Liability Insurance

Required by COUNTY  Not required by COUNTY

AGENCY agrees to furnish the County evidence of Professional Liability Insurance in the amount of not less than \$1 Million combined single limit per occurrence/\$2 Million general annual aggregate for malpractice or errors and omissions coverage for the protection of the County, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this contract. The County, at its option, may require a complete copy of the above policy.

4. Additional Insurance Provision

The insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

Such insurance shall provide sixty (60) day written notice to the COUNTY in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the COUNTY under this insurance. This policy(s) shall be primary insurance as respects to the COUNTY. Any insurance or self-insurance maintained by the COUNTY shall be excess and shall not contribute to it.

5. Notice of Cancellation.

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice to the Clackamas County Purchasing Division. Any failure to comply with this provision will not affect the insurance coverage provided to the County. The 60 days notice of cancellation provision shall be physically endorsed on to the policy.

6. Insurance Carrier Rating.

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

7. Certificates of Insurance.

As evidence of the insurance coverage required by this contract, the AGENCY shall furnish a Certificate of Insurance to Clackamas County. No contract shall be effected until the required certificates have been received, approved and accepted by the County. A renewal certificate will be sent to the Clackamas County Purchasing Division 10 days prior to coverage expiration.

## AGENCY SERVICE CONTRACT

### 8. Independent Contractor Status.

The service or services to be rendered under this contract are those of an independent contractor. AGENCY is not an officer, employee or agent of the COUNTY as those terms are used in ORS 30.265.

### 9. Primary Coverage Clarification.

AGENCY's coverage will be primary in the event of a loss.

### 10. Cross-Liability Clause.

A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by this contract.

C. Amendments. The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by AGENCY and COUNTY.

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

The COUNTY may terminate this contract effective upon delivery of written notice to the AGENCY, or at such later date as may be established by the COUNTY, under any of the following conditions:

1. If COUNTY funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified to accommodate a reduction in funds.
2. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this contract.
3. If any license or certificate required by law or regulation to be held by the AGENCY to provide the services required by this contract is for any reason denied, revoked, or not renewed.
4. If AGENCY fails to provide services or reports called for by this contract within the time specified herein or any extension thereof; or
5. If AGENCY fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the COUNTY, fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

E. Oregon Public Contracting Provisions and Constitutional Limitations. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.335, and Article XI, Section

AGENCY SERVICE CONTRACT

10, of the Oregon Constitution, the following terms and conditions are made a part of this contract:

1. AGENCY shall:
  - (a) Make payments promptly, as due, to all persons supplying to AGENCY labor or materials for the prosecution of the work provided for in this contract.
  - (b) Pay all contributions or amounts due the Industrial Accident Fund from such AGENCY or subcontractor incurred in the performance of this agreement.
  - (c) Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
  - (d) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
2. If AGENCY fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to AGENCY or a subcontractor by any person in connection with this contract as such claim becomes due, the proper officer representing Clackamas County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due AGENCY by reason of this agreement.
3. No person shall be employed for more than ten (10) hours in any one day, or more than forty (40) hours in any one week, except in cases of necessity, emergency or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the employee shall be paid at least time and one-half pay: (a) for all overtime in excess of eight (8) hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (b) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

In the case of contracts for personal services as defined in ORS 279A.055, employees shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC Section 201 to 209 from receiving overtime.
4. AGENCY shall promptly, as due, make payment to any person or partnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury, to the employees of AGENCY, of all sums which AGENCY collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
5. Agency, if it is an employer of one or more workers subject to workers' compensation coverage under ORS Chapter 656, shall qualify as an insured employer under ORS 656.017 or as an exempt employer under ORS 656.126. Agency shall maintain employer liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

AGENCY SERVICE CONTRACT

6. This contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

F. AGENCY shall comply with Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964.

"The contractor will not discriminate against any employee or applicant for employment because of race, color, or national origin."

"The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified."

G. Future Support. The COUNTY makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this contract.

H. Ownership of Work Product. All work products of the AGENCY which result from this contract are the exclusive property of the COUNTY.

I. Integration. This contract contains the entire agreement between the COUNTY and the AGENCY and supersedes all prior written or oral discussions or agreements.





**EXHIBIT 1**  
**SCOPE OF WORK AND PERFORMANCE STANDARDS**

- I. AGENCY shall meet all performance outcomes as outlined in attached Work Plan.
- II. Performance Standards:
  1. **Community Based, Holistic Approach**
    - AGENCY programs and services shall be community-focused, incorporating the greatest level of input from multiple stakeholders, including clients, families, and other agencies.
    - AGENCY programs and services shall have ongoing community investment and involvement.
  2. **Family-Centered Programs**
    - AGENCY programs and services shall involve families in all aspects, recognizing that they are the most important teachers, caregivers, and role models for their children.
    - AGENCY programs and services shall support and strengthen families in providing the foundation for the physical, social, emotional, and intellectual development for their children.
  3. **Establish/Maintain Effective Partnerships**
    - AGENCY, in order to enable data linkages, information sharing, and ongoing collaboration between partners to most effectively meet and address needs, shall ensure that appropriate staff attend CYF contractor's meetings, and training sessions, and participate in other activities as required by COUNTY.
    - AGENCY shall develop and promote continuous communications with similar organizations.
  4. **Utilize a Balanced SWOT (Strengths, Weaknesses, Opportunities, Threats) Approach**
    - AGENCY programs and services shall address both the risks/deficiencies, challenges and the strengths/assets/opportunities in their communities.
  5. **Implement Research Based Accountability**
    - AGENCY, in order to ensure programs and services are based on research-based, proven practices, shall complete and submit the Best Practices Assessment as required by CYF. In areas where proven practices are not available, AGENCY is encouraged to develop innovative strategies based on research principles.
    - AGENCY programs and services shall include research-based measurements of success to enable tracking of effectiveness toward meeting planned outcomes. These data shall be monitored by CYF on the Quarterly Work Plan. Quarterly Work Plans are to be submitted on or before date due.
      - 1st Quarter, Jul 1 – Sep 30: due on Oct 15, 2015
      - 2nd Quarter, Oct 1 – Dec 31: due on Jan 15, 2016
      - 3rd Quarter, Jan 1 – Mar 31: due on Apr 15, 2016
      - 4th Quarter, Apr 1 – Jun 30: due on Jul 15, 2016
  6. **Reflect and Incorporate Diversity**
    - AGENCY, in order to provide programs and services that meet the needs of diverse cultures and people with disabilities, shall complete and submit the Cultural Competency Assessment and Action Plan as required by CYF.

## AGENCY SERVICE CONTRACT

- AGENCY, in order to provide programs and services that meet the needs of girls, shall complete and submit the Gender Specific Services Assessment and Action Plan as required by CYF.
7. **Internal Controls**
- AGENCY shall submit a completed Annual Fiscal Capability Assessment to CYF on or before December 31, 2015.
8. **Funder Recognition**
- AGENCY shall demonstrate good faith efforts to acknowledge the COUNTY's Commission on Children & Families when communicating with media representatives and when creating and distributing flyers describing services, workshops and other contract related details.
9. **Resource Expansion**
- AGENCY shall demonstrate good faith effort to secure other funding to increase program capacity, enter into collaborative efforts and initiatives, and/or decrease dependence on long-term Commission on Children and Families funding.
10. **Use of Grant Funds**
- No grant funds shall be used, directly or indirectly, to promote or oppose any political committee, or promote or oppose the nomination or election of a candidate, the gathering of signatures on an initiative, referendum or recall petition, the adoption of a measure or the recall of a public office holder.
11. **HIPAA Compliance**
- If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), AGENCY agrees to perform the work in compliance with HIPAA. Without limiting the generality of the foregoing, if the work performed under this Contract is covered by HIPAA, AGENCY shall comply with the following:
    - i. Privacy and Security of Individually Identifiable Health Information. On or after April 14, 2003, AGENCY, its agents, employees and subcontractors shall protect individually identifiable health information obtained or maintained about Department's clients from unauthorized use or disclosure, consistent with the requirements of HIPAA. This Contract may be amended to include additional terms and conditions related to the privacy and security of individually identifiable health information.
    - ii. Data Transaction Systems. Any electronic exchange of information on or after October 16, 2002, between AGENCY and COUNTY to carry out financial or administrative activities related to health care will be in compliance with HIPAA standards for electronic transactions published in 65 Fed. Reg. 50312 (August 17, 2000). The following types of information exchanges are included: Health care claims or equivalent encounter information; health care payments and remittance advice; coordination of benefits; health claim status; enrollment and disenrollment in a health plan; eligibility for a health plan; health plan premium payments; referral certification and authorization; first report of injury; and health claims attachments. This Contract may be amended to include additional terms and conditions related to data transactions.

AGENCY SERVICE CONTRACT

- iii. Consultation and Testing. If AGENCY reasonably believes that the AGENCY's or COUNTY's data transactions system or other application of HIPAA privacy or security compliance policy may result in a violation of HIPAA requirements, AGENCY shall promptly consult the COUNTY's HIPAA officer. AGENCY or COUNTY may initiate a request for testing of HIPAA transaction requirements, subject to available resources and the COUNTY's testing schedule.

III. Performance Standards-County:

County shall:

1. Administer this contract in compliance with the Commission on Children and Families Act (Oregon laws 1993), and the Oregon Administrative Rules for the Commission on Children and Families, Chapter 423.
2. Communicate with service providers about contract performance and about Children, Youth & Families Division' operations, standards and objectives.
3. Provide technical assistance to the AGENCY in developing activities to address the needs of minority youth, program contract amendments, wellness referrals, collaborative services, community development projects and resources.

**EXHIBIT 2**

**PAYMENT PROCEDURES AND REPORTING REQUIREMENTS**

**1. PAYMENT PROCEDURES**

The compensation authorized in this agreement shall include reimbursable expenses as prescribed in the COUNTY-approved budget in Exhibit 3 and in accordance with OMB Circulars A-87 if agency is a local government, A-122 if non-profit, A-133 if college. This amount does not include expenses for unusual and special activities or materials not included in the scope of services. Such unusual and special expenses will not be incurred without prior COUNTY approval. In addition, expense totaling an amount greater than the total budget for this project shall not be incurred without prior written consent of the COUNTY.

**a) Payment Options:**

AGENCY shall submit a monthly Request for Funds and Fiscal Report within 15 days of the end of each month. COUNTY reserves the right to reduce monthly payment by the amount of unexpended funds during the previous month. The monthly fiscal report shall be in accordance with the approved budget in Exhibit 3.

**OR**

AGENCY shall submit a quarterly Request for Funds and Fiscal Report within 15 days of the end of each quarter. COUNTY reserves the right to reduce quarter payment by the amount of unexpended funds during the previous quarter. The quarterly fiscal report shall be in accordance with the approved budget in Exhibit 3.

The COUNTY shall make payment to AGENCY within 30 days of receipt and approval of each funds request and fiscal report submittal. AGENCY shall submit a quarterly "Program Performance Progress Report" in accordance with Exhibit 1, and section 3 of Exhibit 2 of this contract.

Reimbursement request required to be prepared and submitted by AGENCY to the COUNTY shall be accurate and correct in all respects, supported by attached documentation and traceable to source documents through AGENCY's accounting records. Should inaccurate reports be submitted to the COUNTY, the COUNTY may elect to have AGENCY secure the services of a certified accounting firm. Cost of such accounting services are to be borne by AGENCY and not reimbursed from funds authorized by the agreement unless specifically agreed to between AGENCY and COUNTY in writing.

AGENCY shall submit a financial statement covering all expenditures within 30 days following the end of the contract. When the total fund advanced does not equal the AGENCY's total actual expenditures and the total budget, the financial statement shall include either:

- A. A request for reimbursement of program expenditures. Such request shall not bring the total of funds received by the AGENCY in an amount in excess of the budget; or
- B. Contract amendment suitable to both the COUNTY and AGENCY.
- C. The return of all unexpended funds to the COUNTY.

## AGENCY SERVICE CONTRACT

AGENCY shall return all unexpended funds to the COUNTY within 10 days of the contract's termination when such termination is due to the AGENCY's failure to provide services in accordance with the contract.

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

### 2. RECORDKEEPING

AGENCY shall keep detailed records of time and expenditures incurred and funded by this contract. Such records shall adequately identify the source and application of funds for activities within this contract in accordance with the provisions of OMB Circular (A-110 for non-profits, A-102 for local governments). These records shall allow accurate statements pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income in accordance with generally accepted accounting practices.

AGENCY shall maintain a system of internal control comprising a documented plan of all coordinating procedures adopted to account for and safeguard its assets, check the adequacy and reliability of its accounting data, promote operating efficiency, and assure adherence to applicable regulations.

Expenditures shall be supported by properly executed payrolls, time records, invoices, vouchers, or other source documentation evidencing in proper detail the nature and propriety of charges. All accounting documents shall be clearly identified and readily accessible.

Financial records and supporting documents pertinent to this agreement shall be retained by AGENCY for a period of three years from the date of completion of the contract except as follows:

- Records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.

### 3. PROGRAM REPORTS

AGENCY shall submit program performance reports for each quarter of the fiscal year. These quarterly reports are to include: 1) Demographic report; 2) work plan outcomes, services and development activities performance report. The quarterly reports are due to the COUNTY within 30 days of the end of each fiscal year quarter.

AGENCY shall complete and submit other reports as required and supplied by the COUNTY.

### 4. MONITORING

COUNTY shall evaluate the services provided under this contract primarily by quarterly work plan progress reports. The COUNTY may also conduct on-site monitoring of services. These site visits usually include on-site monitoring of client case files, client/parent/staff interviews, and review of program and agency policies, procedures and files. COUNTY shall give written

## AGENCY SERVICE CONTRACT

notification of problem areas related to performance under this contract, including requirements and time lines for corrective action.

The AGENCY will gather data necessary to complete quarterly work plan performance and budget, and any other reports required by the COUNTY.

The AGENCY will provide the client confidentiality releases necessary to facilitate site visits by the COUNTY.

At any time during normal business hours and as often as the COUNTY, or other appropriate state or federal representatives may deem necessary, the AGENCY shall make available to the COUNTY for examination all its records with respect to matters covered by this contract for the purpose of making surveys, audits, examinations, excerpts and transcripts.

Should any records not meet the minimum standards of grant administration of the COUNTY, the COUNTY reserves the right to withhold any or all of its funding to AGENCY until such time as the standards are met. The COUNTY may require AGENCY to use any or all of the COUNTY's accounting and administrative procedures used in planning, controlling, monitoring and reporting all fiscal matters relating to this contract.

The COUNTY reserves the right to dispatch auditors of its choosing to any site where any phase of the project is being conducted or controlled in any way. If any audit or examination determines the AGENCY has expended funds which are questionable or disallowed, the AGENCY shall be given the opportunity to justify questioned and disallowed expenditures prior to the COUNTY's final determination. Any disallowed costs resulting from the final determination shall be remitted to COUNTY from AGENCY's non COUNTY-administered funds, payable by check within 30 days of final determination.

### 5. AUDIT

AGENCY shall have an annual audit performed of projects funded by this agreement unless specifically waived in writing by COUNTY. Audits shall be performed by an independent certified accountant in accordance with GAO Audit Standards, OMB Circulars (A-133 and A-110 for non-profits, A-128 for local government agencies), and generally accepted auditing standards. Audit schedules shall clearly show statement of COUNTY-funded assets, liabilities, fund balance, revenues, and expenditures separately from non COUNTY-funded assets, liabilities, fund balance, revenues and expenditures.

Auditor shall be selected competitively and AGENCY should contract with auditor to assure proper scope, reports and timelines are maintained.

Audits are not required for cost reimbursement contracts under \$25,000.

*Audits are due 120 days after the end of the contract period.*

### 6. CAPITAL PURCHASES

Capital purchases through children and youth services grants are subject to Oregon Administrative Rule 436-010-0036 which indicates capital purchases to be the property of the COUNTY unless the COUNTY determines otherwise.

AGENCY SERVICE CONTRACT

Capital purchases through children and families services grants are defined according to State of Oregon purchasing rules; initial value of more than \$5,000.

## AGENCY SERVICE CONTRACT

### EXHIBIT 3

### BUDGET

1. AGENCY shall submit for COUNTY approval a budget indicating the amount of COUNTY funds allocated for project performance as described in the scope of services. Budget shall be in sufficient detail to provide a sound basis for the COUNTY to effectively monitor compliance with the contract.

Any allocations of budgeted costs not directly allocable to the project shall be made in accordance with OMB Circular A-87, A-122 and A-133, and shall be properly documented by budget attachments.

2. Program income defined as amounts generated by the use of COUNTY funds shall be used to expand the program. AGENCY shall keep records to accurately record and report the use of program income.
3. AGENCY and the COUNTY shall administer budget adjustments and balances through the following processes:

#### ADJUSTMENTS

AGENCY shall not make major budget adjustments without prior written approval of the COUNTY. AGENCY is to notify the COUNTY of minor budget changes.

Major budget adjustments are defined as:

- those changes that move funds between the major budget categories of Personal Services, Materials and Services, Capital Outlay or Equipment, or
- those changes that exceed 10% within a major budget category.

Minor budget adjustments are those changes where less than 10% of the funds within a budget category (Personal Services, Materials and Services, Capital Outlay or Equipment) are moved between expenditure line items.

The COUNTY, working with the Commission on Children & Families and staff of the Children, Youth & Families Division, will work with the AGENCY to manage budget adjustments.

#### BALANCES

The AGENCY is to forecast any expected grant balance and notify the Children, Youth & Families Division by April 30 of each fiscal year. See also Payment Procedures in Exhibit 2.

4. Line item budget (COUNTY provided form attached).



**CLACKAMAS COUNTY CHILDREN, YOUTH & FAMILIES DIVISION**  
**Annual Budget (FY 15-17) - Exhibit 3**

<b>Organization:</b>	Northwest Family Services	<b>Report For:</b>
<b>Service:</b>	Strengthening, Preserving, Reunifying Families (SPRF)	
<b>Program Contact:</b>	Ross Fuller	
<b>Date:</b>	July 1, 2015-June 30, 2017	

Category	7/1/15-6/30/16 Grant Amount	7/1/16-6/30/17 Grant Amount	Total Grant Amount				
<b>Personnel (List salary, FTE &amp; Fringe costs for each position)</b>							
Family Support Navigator 1.0FTE	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00				
Family Support Navigator 1.0FTE	\$ 40,000.00	\$ 40,000.00	\$ 80,000.00				
Clinical Supervisor for staff 0.10FTE	\$ 7,800.00	\$ 7,800.00	\$ 15,600.00				
D & A Therapist 1.0FTE	\$ 49,500.00	\$ 49,500.00	\$ 99,000.00				
subtotal	\$ 137,300.00	\$ 137,300.00	\$ 274,600.00				
Fringe 21%	\$ 28,833.00	\$ 28,833.00	\$ 57,666.00				
<b>Total Personnel Svcs</b>	<b>\$ 166,133.00</b>	<b>\$ 166,133.00</b>	<b>\$ 332,266.00</b>				
<b>Administration</b>							
Executive Director 0.05TE	\$ 4,400.00	\$ 4,400.00	\$ 8,800.00				
Executive Assistant 0.10FTE	\$ 4,200.00	\$ 4,200.00	\$ 8,400.00				
Health Nav. Dept. Mgr. 0.20FTE	\$ 10,400.00	\$ 10,400.00	\$ 20,800.00				
subtotal	\$ 19,000.00	\$ 19,000.00	\$ 38,000.00				
Fringe 21%	\$ 3,990.00	\$ 3,990.00	\$ 7,980.00				
			\$ -				
<b>Total Administration:</b>	<b>\$ 22,990.00</b>	<b>\$ 22,990.00</b>	<b>\$ 45,980.00</b>				
<b>Supplies</b>							
Office/materials	\$ 2,400.00	\$ 2,400.00	\$ 4,800.00				
			\$ -				
<b>Equipment</b>							
Equipment Maint/Rental	\$ 3,950.00	\$ 3,950.00	\$ 7,900.00				
			\$ -				
<b>General Office</b>							
Rent			\$ -				
Utilities			\$ -				
Printing			\$ -				
Telecommunications	\$ 1,080.00	\$ 1,080.00	\$ 2,160.00				
Insurance(s)	\$ 1,150.00	\$ 1,150.00	\$ 2,300.00				
Audit	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00				
			\$ -				
<b>Professional Fees &amp; Contract Svcs</b>							
A&D supervision for Casey	\$ 2,400.00	\$ 2,400.00	\$ 4,800.00				
			\$ -				
<b>Travel</b>							
Conferences & Training	\$ 1,546.00	\$ 1,546.00	\$ 3,092.00				
Mileage	\$ 9,250.00	\$ 9,250.00	\$ 18,500.00				
			\$ -				
<b>Total Program Costs:</b>	<b>\$ 23,376.00</b>	<b>\$ 23,376.00</b>	<b>\$ 46,752.00</b>				
<b>SUBTOTAL, less Flex Funds</b>	<b>\$ 212,499.00</b>	<b>\$ 212,499.00</b>	<b>\$ 424,998.00</b>				
<b>Additional (please specify)</b>							
Emergency (FLEX) Funds	\$ 32,854.00	\$ 32,854.00	\$ 65,708.00				
			\$ -				
<b>Total Grant Costs</b>	<b>\$ 245,353.00</b>	<b>\$ 245,353.00</b>	<b>\$ 490,706.00</b>				

Children, Youth & Families Division  
 SPRF Work Plan and Quarterly Report

Provider: Northwest Family Services  
 Activity: Strengthening, Preserving, Reunifying Families  
 Contact: Jackie Vargas/Rose Fuller

Focus : Family Service Navigator:

HLO: SPRF

Contract Period: July 1, 2015 to June 30, 2016

Activities	Outcomes/Measurements		1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Total
Description of program or project activities.	The effectiveness of an activity or program in terms of quantity (amount or frequency) or quality. Expressed in terms of a percent improvement or numbers served.	# Served					
		Achieved					
		Part Achieved					
		Not Achieved					
NAV a minimum of 15 DHS referred clients per month will be connected to recommended services	NAV: 75% of referents are connected to recommended services and met all agreed upon service goals	# Served					
		#Achieved					
		#Part Achieved					
		#Not Achieved					
	NAV: 75% of referents will report that the Navigator has assisted in stabilizing their family.	# Served					
		#Achieved					
		#Part Achieved					
		#Not Achieved					
	NAV: 75% of participants' children will not enter deeper into the DHS Child Welfare system.	# Served					
		#Achieved					
		#Part Achieved					
		#Not Achieved					
NAV: DHS referred clients at each site will be contacted within 2 work days	NAV: 75% of referents will follow through with all DHS recommended services within 30 days of initial contact.	# Served					
		#Achieved					
		#Part Achieved					
		#Not Achieved					

<p>NAV: DHS referred clients will be provided information and if needed instruction in accessing available services in Clackamas County to stabilize their family</p>	<p>NAV: 75% of referents will report they can access and utilize the existing network of services in Clackamas County.</p>	# Served						
<p>NAV: Will provide closed case files for data entry into ServicePoint.</p> <p>NAV: NWFS will allocate Emergency Support Funds upon approval of DHS Case Worker</p>	<p>NAV: 100% of closed case files will be provided for data entry in to ServicePoint.</p> <p>NWFS will allocate Emergency Support Funds upon approval of DHS Case Worker. All funding requests over \$400.00 shall be approved by SPRF Lead Coordinator.</p> <p>NWFS will maintain accurate expense records.</p>	#Achieved						
		#Part Achieved						
		#Not Achieved						
		N/A						
		N/A						
		N/A						

**Children, Youth & Families Division  
Annual Work Plan**

Provider: **Northwest Family Services**  
 Activity: **Strengthening, Preserving, Reunifying Families**  
 Contact: **Jackie Vargas/Rose Fuller**

Focus Issue: **SPRF A/D Specialist Casey Palmer**  
 HLO: *Stable Families*

Contract Period: **July 1, 2015 – June 30, 2016**

<b>Activities/Outputs</b>	<b>Intermediate Outcomes/Measurement Tool</b>		<b>1st Qtr</b>	<b>2nd Qtr</b>	<b>3rd Qtr</b>	<b>4th Qtr</b>	<b>Total</b>
<i>Description of program or project.            Methods for providing program.            Specific processes or events undertaken. How many, how often, over what duration, start and end dates? Calculate by quarter and total aggregate, unduplicated.</i>	<i>The effectiveness of an activity or program in terms of quantity (amount or frequency) or quality</i>	# Served					
		# Achieved					
		# Part Achieved					
		#Not Achieved					
<b>A/D:</b> A/D Specialist will be a member of the DHS S.T.A.R team and support team SPRF goals and objectives  <b>A&amp;D Crisis Intervention:</b> referred families will receive A&D crisis intervention services	<b>A/D: Provide alcohol and drug counseling and intervention services to referred DHS families. 20 families per month will receive A/D Intervention services</b>	# Served					
		#Achieved					
		#Part Achieved					
		#Not Achieved					
	<b>A/D: Provide support and referral to A/D treatment facilities.</b>	# Served					
		#Achieved					
		#Part Achieved					
		#Not Achieved					
	<b>A/D: Provide support services to families while awaiting entry to a treatment facility.</b>	# Served					
		#Achieved					
		#Part Achieved					
		#Not Achieved					
<b>A/D Specialist will provide closed case files for entry into ServicePoint</b>	<b>A/D: A/D Specialist will provide closed case files for entry into ServicePoint in a timely manner.</b>	N/A					

July 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Amendment to the Intergovernmental Agreement with  
The State of Oregon, Department of Human Services for Strengthening,  
Preserving and Reunifying Families Program Services

<b>Purpose/Outcomes</b>	The Oregon Department of Human Services wishes to enter into an Intergovernmental Agreement with Health, Housing and Human Services/CYF to support a county-wide program to safely and equitably reduce the number of children in the foster care system by reducing the length of stay in foster care, maintaining children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of families into the child welfare system, and increasing the timeliness to permanency.
<b>Dollar Amount and Fiscal Impact</b>	The Intergovernmental Agreement is for \$680,560.50. There are no general funds or match required for this agreement. In addition, the State has determined that the County is a vendor under this agreement.
<b>Funding Source</b>	Funds are from the Oregon Department of Human Services
<b>Safety Impact</b>	N/A
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2017
<b>Previous Board Action</b>	No previous action on this agreement.
<b>Contact Person</b>	Rodney A. Cook
<b>Contract No.</b>	#7294

**BACKGROUND:**

The Children, Youth and Family Division, of the Health, Housing and Human Services Department request the approval of an Intergovernmental Agreement (IGA) with the State of Oregon, Department of Human Services. This agreement provides \$340,280.25 per year for a period of two years (total contract value \$680,560.50) to provide the Strengthening, Preserving and Reunifying Families Program for Clackamas County Families. Most of the funds from this IGA are disbursed to local non-profits. Services provided under this contract will be culturally-competent, evidenced-based or evidence-informed, client-centered, and family-focused. Services will be both front-end intervention programs in the home and community to support and maintain in-home placement; and services in the home, community and with the foster parent, child and biological parents to support early reunification programs.

This Revenue IGA was reviewed and approved by County Counsel on June 30, 2015.

*Healthy Families. Strong Communities.*

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

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

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over the text "Respectfully submitted,".

Richard Swift, Interim Director

**Agreement Number 149188**



**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](mailto:dhs-oha.publicationrequest@state.or.us) or call 503-378-3486 (voice) or 503-378-3523 (TTY) to arrange for the alternative format.

This Agreement is between the State of Oregon, acting by and through its Department of Human Services, hereinafter referred to as "DHS" and

**Clackamas County  
Children Youth & Family Division  
2051 Kaen Road  
Oregon City, Oregon 97045  
503-650-5677  
Fax: 503-650-5674  
[rodcoo@co.clackamas.or.us](mailto:rodcoo@co.clackamas.or.us)**

hereinafter referred to as "County."

Work to be performed under this Agreement relates principally to DHS'

**Child Welfare, District 15  
3150 S. Beavercreek Road  
Oregon City, Oregon 97045  
Contract Administrator: Theresa Pruett or Delegate  
971-673-7307  
Fax: 971-673-7381  
Email: [theresa.w.pruett@state.or.us](mailto:theresa.w.pruett@state.or.us)**

**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or on July 1, 2015, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on June 30, 2017. Agreement termination or expiration shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

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

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

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

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

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

**3. Consideration.**

a. The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is \$680,560.50. DHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

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

**4. Vendor or Sub-Recipient Determination.**

In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.102, DHS' determination is that:

County is a sub-recipient     County is a vendor     Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.658.



5. **County Data and Certification.**

- a. **County Information.** County shall provide information set forth below. This information is requested pursuant to ORS 305.385 and OAR 125-246-0330(1).

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

County Name (exactly as filed with the IRS): CLACKAMAS COUNTY -  
HEALTH, HOUSING + HUMAN SERVICES - CHILDREN, YOUTH + FAMILIES DIVISION  
Street address: PUBLIC SERVICES BUILDING 2051 KAEN ROAD  
City, state, zip code: OREGON CITY, OR 97045  
Email address: rod.cco.clackamas.or.us  
Telephone: (503) 650-5677 Facsimile: (503) 650-5674  
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. County shall provide proof of Insurance upon request by DHS or DHS designee.

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

- (1) The information shown in this Section 5., County Data and Certification, is County's true, accurate and correct information;
- (2) 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;
- (3) County and County's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department

of the Treasury and currently found at:  
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

(4) County is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at:  
<https://www.sam.gov/portal/public/SAM/>; and

(5) County is not subject to backup withholding because:

- (a) County is exempt from backup withholding;
- (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
- (c) The IRS has notified County that County is no longer subject to backup withholding.

c. County is required to provide its Federal Employer Identification Number (FEIN). By County's signature on this Agreement, County hereby certifies that the FEIN provided to DHS is true and accurate. If this information changes, County is also required to provide DHS with the new FEIN within 10 days.

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

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

**6. Signatures.**

**Clackamas County, Children Youth & Family Division**

**By:**

---

Authorized Signature

Title

Date

**State of Oregon, acting by and through its Department of Human Services**

**By:**

---

Authorized Signature

Title

Date

**Approved for Legal Sufficiency:**

Jeff Wahl, Assistant Attorney General

6.24.2015

---

Assistant Attorney General

Date

**Office of Contracts and Procurement:**

---

Contract Specialist

Date

## EXHIBIT A

### Part 1 Statement of Work

DHS requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

#### 1. Purpose

As directed by the Oregon Revised Statutes (ORS) 418.580 through 418.598, the County and the Department of Human Services execute this Agreement for the provision of Strengthening, Preserving and Reunifying Families Services (SPRF).

#### 2. Background

- a. The Strengthening, Preserving and Reunifying Families Program (the “Program”) was created by the Oregon legislature with the goal of reducing trauma to children who are removed from their families of origin because of reasons of abuse or neglect, and to resolve those issues by means of offering family-focused services starting at the assessment phase of the case and extending into aftercare services when children are returned home.
- b. Services provided will be culturally-competent, evidenced-based or evidence informed, client-centered, and family-focused. Services will be both front-end intervention programs in the home and community to support and maintain in-home placement; and services in the home, community and with the foster parent, child and biological parents to support early reunification programs.
- c. The overall goals of the Program are to safely and equitably reduce the number of children in the foster care system by reducing the length of stay in foster care, maintaining children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of families into the child welfare system, and increasing the timeliness to permanency.

#### 3. Definitions:

- a. “Child” means a child who qualifies for Child Welfare services provided by the Department of Human Services.
- b. “Child Welfare Caseworker” or “Caseworker” means DHS Child Welfare staff. Although County will coordinate aspects of an individual client-family case management responsibility with one primary DHS Child Welfare Caseworker, there are circumstances where the term “Caseworker” will also include DHS supervisors, managers or technical staff, and can include Child Welfare workers

with experience in other child welfare disciplines, such as Child Protective Services (CPS), Foster Care, Family Based Services, Residential Services or Adoptions, among others.

- c. "Client Family" see definition for "Family"
- d. "Client-focused functional outcome measures" means objective, observable measures of outcomes for services provided to a child and a child's family under ORS 415.575 to 418.598, including but not limited to measures relating to permanency.
- e. "Family" means, at a minimum but not to the exclusion of siblings as defined in ORS 419A.004 or other persons living in the same household with a child, the child and:
  - 1) The child's parent as defined in ORS 419A.004;
  - 2) The child's guardian appointed pursuant to ORS chapter 125; or
  - 3) A person who has a caregiver relationship as defined in ORS 419B.116 with the child.
- f. "Office of Child Welfare Programs" or "Child "Welfare" is a Program office within the Oregon Department of Human Services.
- g. "Nurturing Parent Curriculum" refers to the evidence-based curriculum used by the County to help parents develop parenting skills while working to strengthen the parent-child relationship.
- h. "Office of Child Welfare Programs" or "Child "Welfare" is a Program office within the Oregon Department of Human Services.
- i. "Service Point Data Base" (trademarked and copyrighted by Bowman Systems) refers to the web based client information system that provides standardized assessment of a Client's needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating service providers, identify gaps in the local service continuum and develop outcome measurements.
- j. "Service Point Use Agreement" refers to the user agreement provided by the County, for authorized employees or subcontractors to read and sign, in order to use the Service Point Data Base.

#### 4. Overview

The County shall provide Family Service Navigation, Alcohol and Drug Services, Parent Education and a Lead Coordinator to stabilize Client Families while they wait to enter into existing treatment services that will resolve the DHS Client family's long term services needs and to connect Client Families to existing social services provided by the County.

The goals are to coordinate efforts between the County and non-profit social service providers to invest in critical social services and supportive programs for at-risk DHS families in the Oregon City, Gladstone and North Clackamas areas of high poverty and crime, where a substantial amount of the DHS foster care population resides, with a goal of Client Families being served in their local communities and supported by the natural supports that will stabilize them from the long-term.

#### 5. Referral Protocols

- a. Based on identified Client or Client Family needs, DHS will initiate referrals for Services to the County and upon acceptance the County shall collaborate with the referring Caseworker on the most suitable and beneficial service outcome under this Contract. Referrals shall be accepted during normal business hours, which are 8a.m. – 5p.m. Monday through Friday.
- a. Participant(s) will be referred to the County by DHS for services based on a service plan to be developed using a strengths/needs-based continuum model of service, developed collaboratively by the family, relatives, and other child support systems, the Court, DHS and other appropriate community partners, whenever possible.
  - 1) Pre-Referral Service Authorization Staffing
    - a) County may be contacted by DHS to consult briefly prior to each referral to determine the appropriateness of the referral and to schedule County availability. The goal of this consultation is to come to tentative agreement regarding specific Services to be provided to the Client Family and identify goals and outcomes of the Services. These brief consultation services are not billable under this contract.
    - b) A DHS Caseworker will enter each referral into the OR-Kids Case referral system, which will subsequently be sent electronically to the County. County must accept a referral before any Services are provided under this Agreement. No billable work can begin until the referral is entered and accepted.

- 2) DHS initiates contact with the County; tentative verbal agreement made regarding specific services, goals and outcomes to be provided to a specific child. No services are obligated until DHS issues, and County accepts, the DHS approves Service Authorization.
- 3) DHS proceeds through their process of approving such services and expenditures as appropriate.
- 4) DHS will issue a service authorization to the Contractor that will include minimum:
  - a) Child's name and client's OR-Kids case number and participant number;
  - b) Child's name and the participant's OR-Kids case number and participant number;
  - c) Name and telephone number of the Child's or participant's DHS Referring Caseworker;
  - d) Name, telephone number and mailing address of the DHS branch office that referred the service;
  - e) The requested service begin date; and the tentative service end date, unless terminated early by DHS or extended by subsequent service authorization;
  - f) Child or participant specific purpose of service, service description and goals;
  - g) Expected outcomes; safety; family well-being; living situation permanency; services well-being; adoption/guardianship permanency; or reunification;
  - h) OR-Kids Provider # and
  - i) Agreement #
- 5) County shall review and confirm County's ability to take new referrals daily, and make certain their capacity for new referrals is accurately reflected on the OR-Kids Case referral system, no later than 5 p.m. each day.
- 6) County shall notify via email, the specific DHS Caseworker regarding County's capacity to take new referrals, whenever it changes.
- 7) SB964 funded Services are not safety services, however every employee of the County providing services under this Agreement is a Mandatory Reporter, so it is important that if children in the home are currently unsafe, that County inform the appropriate person, and suggest that In-home Safety Reunification Services (ISRS) service be opened.

**6. Performance Work Statement**

ORS 418.580 (2)(c) allows for contracts entered into for Program Services to be performance-based. This Contract is entered into by the parties to this Contract with the understanding that this is a performance-based contract and as part of administration of the Contract, DHS will be monitoring the outcome data and working with the County to assist in achieving specific performance standards as defined in Section 8.

All Services under this Contract as provided by the County will be directly related to meeting the outcome measures as defined in Section 8. Pursuant to Exhibit B, Section 20, DHS hereby provides for the County to subcontract with Northwest Family Services (NWFS) and Metropolitan Family Services (MFS) for the provision of the SPRF Program Services defined in this Agreement.

Service array is as follows:

**a. Navigator Services:**

- 1) County shall provide 2.0 FTE “Family Support Navigators” who will be distributed at the Eastham Center, Gladstone Center and in the North Clackamas area.

Navigators shall provide:

- a) Day-to-day parent engagement;
- b) Information, referral and assistance for referred families;
- c) Completing required forms, including release of information forms;
- d) Case coordination and planning;
- e) Providing links to services; and
- f) Assessing Child safety needs

- 2) Navigator Services shall include the following:

- a) Meet with Client Families involved in the Child Welfare system to provide assistance in accessing community resources and navigating social service supports;
- b) Identify and assist appropriate local community providers to offer their services on site to Client Families;
- c) Develop strong connections with referral sources for community social services and provide Client Families referrals as needed;



- d) Conduct home visits as needed to help remove barriers and enable Client Families to access needed services and to develop a strong relationship with schools;
- e) Administer discretionary funds for families receiving navigation services for items such as: rent and transportation. Discretionary funding is included in the per Client Family rate;
- f) Identify and assist appropriate local community providers to offer their services on-site at locations previously identified.
- g) Maintain a comprehensive list of public and private social services in Clackamas County. Establish a strong connection with referral sources for community social services and provide referrals as needed; and
- h) Provide client data for entry into Service Point data base in a timely manner as per Service Point Use Agreement.

3) County shall likely serve on average, thirty (30) cases per month.

**b. Front End Intervention (Early Responder):**

County shall provide 1.0 FTE “Intensive Alcohol and Drug Counselor (A&D Counselor),” who will work in conjunction with the DHS Steps to Active Recovery (STAR) team to complete alcohol and drug assessments and link Client Families to ongoing alcohol and drug treatment service providers.

- 1) Screening and Assessment:
  - a) Working closely and in collaboration with schools and other community partners, upon referral by DHS or A&D Counselor may be asked to accompany the DHS Caseworker in making the home assessment, Immediate Response (IR), and will provide screening and assessment services to the Client Family simultaneously with DHS as it conducts child and family risk assessments and evaluates other related safety and risk factors.
  - b) In some situations upon assignment by DHS, the County will screen and assess the Client Family in their own home separate from the DHS IR to determine the impact that substance abuse or mental health has had on the family dynamic, the report of which by the County may be included by DHS as part of the Child Protective Services (CPS) assessment process.

- c) The appropriate staff will screen and assess the Client Family to determine any impact that substance abuse or mental health issues may have had relative to the CPS referral and on the family dynamic in general.
  - d) The County shall provide written reports to DHS within three calendar days of conducting the screening and assessment, and it shall include, among other relevant items, recommendations for treatment and any other recommendations for future services.
  - e) Screening, assessment and recommendation for treatment and other services will be based on the level of care criteria as defined by the American Society of Addiction Medicine (ASAM); and any applicable rule promulgated by the Oregon Health Authority (OHA) or other state, local or federal agencies with such rule authority.
  - f) The A&D Counselor will work in conjunction with all the Family Support Navigators to ensure that Families maintain links with all the community support services needed by and available to the family.
- 2) A&D Counselor shall provide:
- a) Short term in home alcohol and drug counseling as a stop gap to stabilize situation and bridge gap until client is engaged in treatment;
  - b) Screening for Clients to identify alcohol and drug or mental health issues, provide assessments and report back to caseworkers;
  - c) Work with Client Families to help them understand the process and issues associated with alcohol and drug use;
  - d) Appropriate referrals to alcohol and drug treatment and assist clients in accessing services;
  - e) Urine analysis when needed for screening or follow-up services;
  - f) Services when Client Families are available, which may include working evenings and weekends;
  - g) Short-term services until the Client is able to be placed in a treatment program, which could take four to six weeks;

- h) Follow up stabilization services;
- i) Administer discretionary funds for families receiving treatment services. Discretionary funding is included in the monthly rate.
- j) When the family needs additional support services a new DHS referral shall be initiated to a Navigator.
- k) Data for entry into Service Point Data Base in a timely manner as per Service Point Use Agreement.

3) County shall likely serve on average, twenty clients per month.

**c. Parent Education and Coach (1:1):**

County shall provide 1.0 FTE "Parent Educator"

1) Parent Educator Shall:

- a) Be responsible for assisting with coordination, and implementation of individual coaching using the Nurturing Parenting Curriculum.
- b) Be available to meet with parents in their homes when they are available, which may include working evenings hours 5:00pm – 7:00pm at least two or three days per week.

2) Parent Educator shall:

- a) Work with referred County Client Families involved with DHS Child Welfare;
- b) Utilize best practices in home visiting;
- c) Gain a thorough and complete understanding of the Nurturing Parenting Curriculum;
- d) Evaluate effectiveness of the program and provide documentation of program outcome;
- e) Maintain awareness of parent needs and issues;
- f) Enter client data into Service Point Data Base in a timely manner as per Service Point Use Agreement.

3) County shall likely serve on average, ten cases per month.

**d. SPRF Lead Coordinator**

County Lead Coordinator shall provide the following:

- 1) Coordinating with the DHS approved subcontractors i.e., Northwest Family Services (NWFS) and Metropolitan Family Services (MFS) to ensure their time is being utilized fully and in the most efficient manner;
- 2) Be a resource to NWFS and MFS to assist in gaining access to services that they are not able to access on their own or may not be fully aware of;
- 3) Gain and maintain knowledge and expertise in all social services programs and resources in the County;
- 4) Have regular meetings with NWFS and MFS to discuss and resolve challenges and barriers to accessing services, and discuss opportunities available for accessing services; and
- 5) Manage and allocate discretionary support service dollars to Clients for miscellaneous items such as bus tickets, cleaning supplies, diapers, etc.; and larger items such as; short-term Alcohol and Drug services not covered by the Oregon Health Plan (OHP) or personal insurance, short-term rental assistance, car repairs, etc., according to procedure and protocol determined jointly by DHS and the County.
- 6) Collect data, program evaluation and overall contract compliance.

**e. Qualification Requirements**

- 1) Family Support Navigators shall have a minimum of a Bachelor's of Art (BA) degree or a Bachelor's of Sciences (BS) degree in a human services related field awarded by an accredited University or equivalent work experience.
- 2) Intensive Alcohol and Drug Counselor shall be certified as a Certified Alcohol Drug Counselor II (CADC II) or a Certified Alcohol Drug Counselor III (CADC III), by the Addiction Counselor Certification Board of Oregon (ACCBO).
- 3) Parent Educator shall have a minimum of a Bachelor's of Arts (BA) degree or a Bachelor of Science (BS) degree in a human services related field awarded by an accredited University or equivalent work experience. In addition, the Parent Educator will be trained and experienced in the Nurturing Parent Curriculum.

**7. Reports of Abuse and Safety Plan Violations:**

- a. Any concerns about the safety of the children, or the safety and stability of the home environment shall be immediately reported to the local child abuse reporting number.
- b. Contact from alleged offenders will immediately be reported to the assigned DHS caseworker. County Services will not be provided when uncontrolled offenders have continued access to children in their homes.
- c. Any violation of the protective action, safety plan or relapse prevention plan will be reported to the DHS caseworker within 24 hours of observation. For example: the parent's un-willingness or ability to comply with the protective action or safety plan.

**8. Program Outcome Measures**

With DHS's implementation of performance-based contracting, Child Welfare will gather end of service data reported out by the County and validated by Child Welfare. Child Welfare will utilize this and other data to work with the County to support continuous improvement efforts which promote better outcomes for children and families.

Program Outcome Measures

- a. Navigator will be based on successful achievement of the following outcome expectations:
  - 1) **Achieved:** Client accessed all necessary, available resources & services
  - 2) **Partially Achieved:** Client accessed one or more necessary, available resources & services
  - 3) **Not Achieved:** Client did not access any necessary, available resources & services.
- b. Front End Intervention (Early Responder) will be based on successful achievement of the following outcome expectations:
  - 1) **Achieved:** Client engaged in assessment of needs and met all agreed upon service goals
  - 2) **Partially Achieved:** Client engaged in assessment of needs and met one or more agreed upon service goals
  - 3) **Not Achieved:** Client did not engaged in assessment did not meet any agreed upon service goals

c. Parent Educate & Coach (1:1) will be based on successful achievement of the following outcome expectations:

- 1) **Achieved:** Client met all agreed upon service goals
- 2) **Partially Achieved:** Client met one or more agreed upon service goals
- 3) **Not Achieved:** Client did not meet any agreed upon service goals

When a dispute arises in regards to whether or not child-driven outcomes have been achieved by the County, DHS will make the final decision.

Outcomes measures may be modified deleted or exchanged as necessary and if so, will be completed through written amendment.

## 9. Reporting

County shall provide the following reporting:

### a. Initial

Upon acceptance of a referral, a written summary that identifies the current status of the Client, the Client barriers, outcomes, and strategy to achieve outcomes;

### b. Monthly

Written Reports to include any changes in the barriers to success, changes in strategies to achieve success, ongoing summary of Service provisions and progress towards outcomes;

### c. Closing

As this Contract is Performance-based, County's periodic or Closing Reports will focus on providing necessary information that will ultimately, describe the results of client-families achieving performance outcomes as described in Section 8. Specifically, the County shall provide the following within 10 calendar days of the last service provided for each client-family:

- 1) Progress toward, or final, Client outcomes (to also be included on DHS invoice)
- 2) Next steps or recommendations for further treatment.

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions:

- a. As consideration for the services provided by the County during the period specified **Section 1. Effective Date and Duration**, DHS will pay to the County, a maximum not-to-exceed amount as specified in **Section 3. Consideration**, to be paid as follows:

DHS will make payments to the County at the following rates:

- 1) For Navigator Services at the rate of \$544.04 per served Client Family;
- 2) For Front End Intervention Services the rate of \$4,125.00 per month;
- 3) Parent Education & Coach at the rate of \$497.19 per served Client Family; and
- 4) SPRF Lead Coordinator Services at the rate of \$2,753.33 per month.

- b. County Invoice, Completion and Submission will have the following language and links:

- 1) County shall submit billings on the approved DHS invoice form located at:

<https://apps.state.or.us/Forms/Served/ce0846.xlsm>

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.

- 2) County shall report Performance-based Contract outcomes on the invoice form upon invoicing for final service for Client-family as required in Section 8.
- 3) Payment will be made by DHS to the County monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by DHS of the County's invoice and any required reporting as defined in the Statement of Work for this Contract.

For questions regarding payments please email the local DHS office from which the referral was made. Email addresses may be obtained at:

<http://www.oregon.gov/dhs/children/providers-partners/Documents/Local%20Office%20Contact%20List%20for%20Contracted%20Providers.pdf>

2. **Travel and Other Expenses.** DHS will not reimburse County for any travel or additional expenses under this Contract.



## EXHIBIT A

### Part 3 Special Terms and Conditions

#### 1. Confidentiality of Client Information.

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

#### 2. Amendments.

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

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

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

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:

Children (ORS 419B.005 through 419B.045);

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

**4. RESERVED**

- 5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services and treatment, to achieve the policy in ORS 417.270.

6. **Media Disclosure.** The County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the DHS office that referred the child or family. The County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist the County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** The County must provide services to DHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

## EXHIBIT B

### Standard Terms and Conditions

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

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

**b.** DHS represents and warrants as follows:

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

performance by DHS of this Agreement, other than approval by the Department of Justice if required by law.

(3) **Binding Obligation.** This Agreement has been duly executed and delivered by DHS and constitutes a legal, valid and binding obligation of DHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

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

**5. Funds Available and Authorized Clause.**

a. The State of Oregon's payment obligations under this Agreement are conditioned upon DHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow DHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than DHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. DHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by DHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to DHS on a DHS-approved form. DHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

**5. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and DHS, result in payments to County to which County is not entitled, DHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment, subject to Section 7

below. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify DHS that it wishes to engage in dispute resolution in accordance with Section 19 of this Agreement.

**6. Reserved.**

**7. Ownership of Intellectual Property.**

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

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

- a. County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;

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

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

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

**10. Termination.**

- a. **County Termination.** County may terminate this Agreement:
  - (1) For its convenience, upon at least 30 days advance written notice to DHS;
  - (2) Upon 45 days advance written notice to DHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement,



as determined by County in the reasonable exercise of its administrative discretion;

- (3) Upon 30 days advance written notice to DHS, if DHS is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the notice; or
- (4) Immediately upon written notice to DHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. DHS Termination.** DHS may terminate this Agreement:

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

longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

(5) Immediately upon written notice to County, if DHS determines that County or any of its subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.

b. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.

**11. Effect of Termination.**

a. **Entire Agreement.**

(1) Upon termination of this Agreement, DHS shall have no further obligation to pay County under this Agreement.

(2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.

b. **Obligations and Liabilities.** Notwithstanding Section 12.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**12. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**13. Insurance.** County shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**14. Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that DHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit,

controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

15. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any DHS computer system or other DHS Information Asset for which DHS imposes security requirements, and DHS grants County or its subcontractor(s) access to such DHS Information Assets or Network and Information Systems, County shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 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.
16. **Force Majeure.** Neither DHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of DHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. DHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
17. **Assignment of Agreement, Successors in Interest.**
  - a. County shall not assign or transfer its interest in this Agreement without prior written approval of DHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as DHS may deem necessary. No approval by DHS of any assignment or transfer of interest shall be deemed to create any obligation of DHS in addition to those set forth in the Agreement.
  - b. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
18. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
19. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without DHS' prior written consent. In addition to any other provisions DHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that DHS will receive the benefit of subcontractor performance as if the subcontractor were the County with respect to Sections 1, 2, 3, 4, 8, 15, 16, 18, 21, and 23 of this Exhibit B. DHS' consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
20. **No Third Party Beneficiaries.** DHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's

performance under this Agreement is solely for the benefit of DHS to assist and enable DHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, the Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 8, 12, 13, 14, 15, 16, 19, 21, 22, 23, 24, 25, 26, 28, 29, 30 and 31 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or DHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**DHS:** Office of Contracts & Procurement  
250 Winter St NE, Room 306  
Salem, OR 97301  
Telephone: 503-945-5818  
Facsimile: 503-378-4324

**COUNTY:** See front page of this Agreement

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
27. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
28. **Reserved.**
29. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

With respect to a Third Party Claim for which the County is jointly liable with the State (or would be if joined in the Third Party Claim), the County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the County on the one hand and of the State on the other hand in connection with the events which resulted in such

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 30. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 31. Stop-Work Order.** DHS may, at any time, by written notice to the County, require the County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, DHS shall either:
- a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 11. Termination.

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

## EXHIBIT C

### Subcontractor Insurance Requirements

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

1. **Workers' Compensation.** Insurance must be in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance.

2. **Professional Liability:**

Required by DHS  Not required by DHS.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by DHS:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016:.... \$3,000,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016:.... \$5,000,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

3. **Commercial General Liability:**

Required by DHS  Not required by DHS.

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

**Bodily Injury/Death:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016:....\$3,000,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016: ...\$5,000,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.271(4).

**AND**

**Property Damage:**

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2016:....\$200,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

Per occurrence limit for multiple claimants:

From commencement of the Agreement term through June 30, 2016:....\$600,000.

From July 1, 2016 and every year thereafter, the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

4. **Automobile Liability:**

Required by DHS  Not required by DHS.

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

6. **"Tail" Coverage.** If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the



Subcontract, for a minimum of 24 months following the later of: (i) the contractor's completion and County's acceptance of all services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract.

Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and DHS may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If DHS approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

7. **Notice of Cancellation or Change.** The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
8. **Certificate(s) of Insurance.** County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: (i) all entities and individuals who are endorsed on the policy as Additional Insured and (ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

## EXHIBIT D

### Required Federal Terms and Conditions

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

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

Protection Agency. County shall include and require all subcontractors to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.

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

action, or order issued by the executive branch of any State or local government itself.

- f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections (e) and (f) of this section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

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

**7. Audits.**

- a. County shall comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
- b. Sub-recipients shall also comply with applicable Code of Federal Regulations (CFR) and OMB Circulars governing expenditure of federal funds including, but not limited, to OMB A-133 Audits of States, Local Governments and Non-Profit Organizations.

**8. Debarment and Suspension.** County shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or

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

9. **Drug-Free Workplace.** County shall comply and require all subcontractors to comply with the following provisions to maintain a drug-free workplace: (i) County certifies that it will provide a drug-free workplace by publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, except as may be present in lawfully prescribed or over-the-counter medications, is prohibited in County's workplace or while providing services to DHS clients. County's notice shall specify the actions that will be taken by County against its employees for violation of such prohibitions; (ii) Establish a drug-free awareness program to inform its employees about: The dangers of drug abuse in the workplace, County's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; (iii) Provide each employee to be engaged in the performance of services under this Agreement a copy of the statement mentioned in paragraph (i) above; (iv) Notify each employee in the statement required by paragraph (i) above that, as a condition of employment to provide services under this Agreement, the employee will: abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; (v) Notify DHS within ten (10) days after receiving notice under subparagraph (iv) above from an employee or otherwise receiving actual notice of such conviction; (vi) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted as required by Section 5154 of the Drug-Free Workplace Act of 1988; (vii) Make a good-faith effort to continue a drug-free workplace through implementation of subparagraphs (i) through (vi) above; (viii) Require any subcontractor to comply with subparagraphs (i) through (vii) above; (ix) Neither County, or any of County's employees, officers, agents or subcontractors may provide any service required under this Agreement while under the influence of drugs. For purposes of this provision, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the County or County's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the County or County's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to DHS clients or others. Examples of abnormal behavior include, but are not limited to: hallucinations, paranoia or violent outbursts. Examples of impairments in physical or mental performance include, but are not limited to: slurred speech, difficulty walking or performing job activities; and (x) Violation of any provision of this subsection may result in termination of this Agreement.

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

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

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

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

- a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
  - (1) The copyright in any Work developed under a grant, subgrant or agreement under a grant or subgrant; and
  - (2) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit

Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”

- c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or agreement under a grant or subgrant.



July 16, 2015

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Grant Agreement with  
The State of Oregon, through its Department of Education for  
Focused Child Care Network Services

<b>Purpose/Outcomes</b>	The Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S), requests the approval of a Revenue Intergovernmental Grant Agreement with the Department of Education to support a cohort of child care practitioners to discuss best practices, access and share resources, receive training and promote progress as they work towards increasing the quality of their programs.
<b>Dollar Amount and Fiscal Impact</b>	Total amount of this agreement is \$127,257.24. The funds cover an 18-month time period and will prorated accordingly. Most of the funds through this grant are contracted to local entities with a portion going towards CYF operations costs.
<b>Funding Source</b>	This grant is funded from the Department of Education. No County General Funds are involved.
<b>Safety Impact</b>	N/A
<b>Duration</b>	July 1, 2015 and terminates on December 31, 2016.
<b>Previous Board Action</b>	No previous action on this grant agreement.
<b>Contact Person</b>	Rodney A. Cook, CYF Director 503-650-5677
<b>Contract No.</b>	7298

**BACKGROUND:**

The Children, Youth & Families Division of the Health, Housing and Human Services Department (H3S), requests the approval of a Revenue Intergovernmental Grant Agreement with the Department of Education to support a cohort of child care practitioners to discuss best practices, access and share resources, receive training and promote progress as they work towards increasing the quality of their programs. Children, Youth & Families contracts out this work to Clackamas Education Service District who also provides Child Care Resource & Referral services throughout the County. The resulting Focused Child Care Networks will utilize Oregon's Quality Rating and Improvement System as the framework to support improvements with an expectation that programs will submit an application and portfolio to receive a star rating. Most of the funds from this IGA are disbursed to local non-profits.

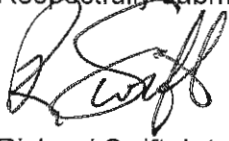
*Healthy Families. Strong Communities.*

This grant agreement template has been reviewed by County Counsel on July 7, 2015.

**RECOMMENDATION:**

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Swift", written over a faint, illegible background.

Richard Swift, Interim Director



# Oregon Department of Education

Kate Brown, Governor

Early Learning Division  
775 Summer St NE, Suite 300, Salem, OR 97301  
Voice: 503-373-0066 ~ Fax: 503-947-1955

June 29, 2015

Clackamas Early Learning Hub

Dear Mr. Cook

Thank you for the time, energy and effort that you put into your Focused Child Care Network Grant application. The Early Learning Division was excited to approve your revised application for full funding on June 29, 2015.

Earlier this year, the Early Learning Division released a request for applications asking applicants to submit their ideas for identifying licensed family child care programs that serve children within your target population and implementing strategies for improved access to quality child care as measured by the QRIS rating system. Your application describes your methodology to identify licensed family child care programs that serve children within your target population, based on the outcomes for children that you propose to achieve, the way you anticipate staffing the Focused Network, and the efficiency with which you propose to allocate resources.

Please review, sign, and submit the grant agreement that accompanies this letter. Upon receipt of your signed grant agreement, Early Learning Division staff will work with you to enable you to begin receiving funds through the Oregon Department of Education's electronic grant management system (EGMS).

Please contact Lisa DeMoe with the Early Learning Division by phone at 503.947.3123 or by email at [lisa.d.demoe@state.or.us](mailto:lisa.d.demoe@state.or.us) with any questions you may have.

We are looking forward to working with you to strengthen Oregon's early learning system and to supporting the development of the children in your community. Congratulations!

Regards,

Megan Irwin  
Acting Early Learning System Director

# Focused Child Care Network Grant Award Agreement

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Grant Award: July 1, 2015 - December 31, 2016

A Child Care Network is a cohort of child care practitioners who meet frequently to discuss best practices, access and share resources, receive training and encourage progress as they work toward increasing the quality of their programs. The Focused Child Care Networks (Focused Networks) utilize Oregon's Quality Rating and Improvement System as the framework to support quality improvements with an expectation that programs will submit an application and portfolio to receive a star rating.

Clackamas Early Learning Hub will be the organizer of Focused Networks working with partners to outreach to child care programs that serve children who are at-risk and reflect the community's culture and diversity. Clackamas Early Learning Hub will identify and recruit child care programs within identified areas of risk and support them in these Focused Child Care Networks to increase and offer quality learning opportunities for the children in their care. The participating child care programs have access to financial supports and incentives to implement quality standards that are funded at a higher level than other programs receiving support. The Focused Network will work with a Quality Improvement Specialist to implement quality standards including individual coaching for programs to achieve a star rating.

## Technical Assistance

Clackamas Early Learning Hub and the Quality Improvement Specialist will have access to support from the QRIS System from Western Oregon University, Portland State University and Early Learning Division staff.

## Double Funding for Supports and Incentives

Early Learning Programs participating in a Focused Network will have access to twice the funding to support quality improvement activities to achieve a star rating. This practically means family child care programs that participate in a Focused Network will receive \$2000 versus \$1000 in financial support to make quality improvements. There is a required review of Quality Improvement Plans in order to access these double funds.

## Requirements

The Clackamas Early Learning Hub agrees to use Oregon's Quality Rating and Improvement System for quality improvement efforts and use a Quality Improvement Specialist to staff the Focused Network.

The Quality Improvement Specialist (QIS) must:

1. Meet the qualification of a QIS as defined in the QRIS. (please see in Appendix B)
2. Attend required QIS training.
3. Use the data collection tools defined within the QRIS process.
4. Collect additional information needed for a quarterly report.
5. Participate in monthly learning dialogues with QRIS staff and other Focused Network QIS.

Required Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Please see approved grant application for additional narrative of grant activities.**

# Focused Child Care Network Application

July 1, 2015 – December 31, 2016

Revised 06/26/2015

## Overview:

To receive funds for your Focused Child Care Network for the period July 1, 2015 through December 31, 2016 complete the attached application that is reflective of the new eighteen-month period. You may be able to transfer your original proposal and make refinements as needed.

Please note: We anticipate adding any unspent funds from the prior fiscal year once final invoicing is complete. The Early Learning Division will work with you individually to update your application as needed in the fall.

## Requirements

To receive funding for a Focused Child Care Network the Early Learning Hub must agree to use Oregon's Quality Rating and Improvement System for quality improvement efforts and use a Quality Improvement Specialist to staff the Focused Network. The Quality Improvement Specialist (QIS) must:

1. Meet the qualification of a QIS as defined in the QRIS. (please see in Appendix B)
2. Attend required QIS training quarterly, at Western Oregon University in Monmouth.
3. Use the data collection tools defined within the QRIS process.
4. Collect additional information needed for a quarterly report.
5. Participate in monthly learning dialogues with QRIS staff and other Focused Network QIS.

Please submit electronically to Lisa DeMoe at [lisa.d.demoe@state.or.us](mailto:lisa.d.demoe@state.or.us). For any questions, please contact Lisa at 503-947-3123.

## Focused Child Care Network Application

July 1, 2015 – December 31, 2016

Name of Early Learning Hub:	Clackamas Early Learning Hub
Name of Fiscal Agency	Clackamas County Children, Youth & Families Division
Name of Contact Person	Rod A. Cook, Fiscal Agency Carol Middleton, Project Director, Child Care Resource and Referral of Clackamas County, SDA-15, Clackamas ESD.
Phone:	Rod Cook 503-650-5677 Carol Middleton (503) 675-4024
Email:	Rod Cook: rodc@co.clackamas.or.us Carol Middleton: cmiddleton@clackesd.k12.or.us

### Section 1: Program Narrative:

1. Describe your methodology to identify licensed family childcare programs that serve children within your target population. (number of family child care programs, languages,? at risk population,? geography rural or urban area, demographics, etc.)

<p><i>No more than 1-2 paragraphs write narrative in the table cell below</i></p> <p>Child Care Resource and Referral of Clackamas, SDA-15 shares the Early Learning Division of ODE, and Clackamas Early learning Hub’s target outcomes to increase the number of children ages 0 to 6 participating in Quality Childcare, as measured by the Quality Rating and Improvement System (QRIS). CCR&amp;R recognizes that children and families living in underserved communities need targeted and responsive supports to increase the quality of their programs. Our focused childcare networks concentrate on family childcare providers in rural and underserved areas of Clackamas County in order to increase the number of QRIS providers serving “hot spots’ and communities of color. We currently have networks in the greater Canby/Molalla area and Oregon Trail- Estacada areas. These school districts have the highest populations of students of color and in need including free and reduced lunch/ Title 1 schools. In addition, the providers in these areas have less access to supports as they are further from urban services as compared to providers in geographic regions more closely located to the 205 corridor and greater Portland area services. CCR&amp;R of Clackamas has managed focused networks in the past, including special population programs such as Infant and Toddler care. CCR&amp;R has also provided network supports to Spanish speaking providers. Our target population encompasses both groups. This strategy supports the least represented group of providers in the current QRIS participant pool.</p>
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2. Describe how you intend to recruit licensed family child care programs into your network.

*No more than 1-2 paragraphs  
write narrative in the table cell below*

We are using our database of programs, Oregon Registry and QRIS Readiness Reports to identify candidates who may benefit from the additional support of a network. In addition, we will work with our Head Start and School District partners among others such as the CEL Hub Equity & Outreach Coordinator on an as needed basis to identify and support the outreach efforts. We use direct marketing techniques such as mailers, emails, and phone calls and send personalized invitations to participate in the network. As usual for focused networks we work to identify 2 or more accessible locations within the identified areas to hold the meetings.

3. Describe how you anticipate staffing the Focused Network. (i.e. partnering with local Child Care Resource & Referral, hiring staff, contracting out)

*No more than 1-2 paragraphs  
write narrative in the table cell below*

The CEL HUB will contract with Child Care Resource and Referral to provide a qualified Quality Improvement Specialist (QIS) and clerical support for data support for the Network. CCR&R will be the contractor for our FFCCN. The QI Specialist will meet the requirements set forth from WOU/TRI and attend all trainings and use the tools set forth by the QRIS process. In addition, the position will participate with all CCR&R staff to ensure alignment with and coordination of professional development and QRIS efforts.

4. Describe how this connects to your existing QRIS Targets and how you will leverage community partners in this work.

*No more than 1-2 paragraphs  
write narrative in the table cell below*

This FFCN aligns with our existing QRIS Targets in a couple of ways. The largest percentage of provider's in Clackamas County are family childcare providers. By creating a network in rural communities, we are creating an avenue to support this segment of family childcare providers within the larger scope of our QRIS strategic plan. We will leverage community partners to provide supports to network participants through linking with Clackamas ESD and school districts for school readiness, and provide support for children eligible for early childhood special education. Our partners will include but will not be limited to Head Starts, Early Head Starts, and School Districts.

## Section 2: Budget

Provide a detailed budget using the table below for the period between July 1, 2015 and December 31, 2016.

Be sure to provide a budget narrative describing the projected costs.

<b>Focused Network Budget – Revised 06/22/2015</b> <b>July 1, 2015 – December 31, 2016</b>		
Category	Cost	Narrative Description
Personnel (.5 FTE) Salary & Fringe	\$80,000.00	One .5 Quality Improvement (QI) Specialist
Personnel (.25FTE) Salary & Fringe	\$27,000.00	One .25 support specialist
		\$2,700 - Mileage Stipend (\$150 x 18 months) for QI Specialist \$1,840 – Gas Cards (8 trainings at \$10 per participant) \$3,312– Food (24 events x \$138) \$600 – Materials/Handouts (\$25 x 8 trainings x 3) \$3,480 – Training Scholarship (87 - \$40.00 Scholarship's will be available to assist FFCCN participants moving up in the Oregon Registry)
Operating (occupancy, mileage, travel, supplies)	\$11,932.00	
Sub-Contracting (CCR&R QIS and other CCR&R)		
Subtotal	\$118,932.00	
Indirect (no more than 15%)	\$3,567.96	3% to Clackamas ESD
	\$4,757.28	4% to CEL Hub
Line Item Totals	\$127,257.24	

## Section 3: Deliverables and Reporting

Focused Networks will need to report on the following deliverables quarterly:

- Number of network participants and demographics
- Narrative of strategies used to recruit and support achievement of a quality rating.
- # programs at 5 star, 4 star, 3 star, C2Q level.
- Lessons Learned



## Appendix B

### Quality Improvement Specialist Qualifications

There is funding for a half time Quality Improvement Specialist (QIS) for each Focused Child Care Network. The Quality Improvement Specialist plays a critical role in the success of the focused network. The QIS is required to be trained in the QRIS and will receive support and technical assistances from the QRIS system in their work.

The QIS coordinates Focused Network activities. A Quality Improvement Specialist works with participating programs to implement quality standards within a cohort of programs and provides individual coaching for programs to achieve a star rating. Communities are responsible to identify programs that serve children who are at-risk in their community and assist with recruitment efforts.

The following is a list of preferred qualifications that you may use as a guide when recruiting and hiring Quality Improvement Specialist staff.

#### QIS Minimum Qualifications

- Experience as a coach, mentor or consultant or other relationship based professional development:
  - Minimum Qualifications
    - 1 year of experience supporting adult professional development
  - Preferred Qualifications
    - Oregon Registry Master Trainer
    - Experience working with diverse populations
  
- Experience in the field of Childhood Care and Education
  - Minimum Qualifications
    - 3 years direct service
  - Preferred Qualifications
    - Experience with center based and family child care
    - Knowledge and experience working within Oregon's Early Childhood systems (i.e. resource and referral, Oregon registry, etc.)
  
- Education in the field of Childhood Care and Education
  - Minimum Qualifications
    - Associates Degree in ECE or related field/Oregon Registry Step 9
  - Preferred Qualifications
    - Baccalaureate Degree in ECE or related field/Oregon Registry Step 10 or higher

If recruitment efforts do not yield applicants that meet the minimum qualification as stated, exceptions can be made with the following parameters:

- A professional development plan is created for the QIS that addresses the areas where qualifications are not met.
- For a QIS not meeting minimum education requirements, the professional development plan includes steps leading to achieving Oregon Registry Step 9 within one year.
- For QIS not meeting minimum experience requirements, the professional development plan includes training and course work within the deficient areas.

#### Other preferred qualifications For QIS

- Computer literacy including: web based meetings, email, data entry, word processing
- Excellent written communication skills including documentation and professional writing
- Excellent verbal communication and ability to relate to a wide range of people
- Cultural competency and awareness
- Bilingual
- Flexibility, patience and a positive outlook on change
- Strong presentation skills including development and delivery of trainings

July 16, 2015

Board of County Commissioner  
 Clackamas County

Members of the Board:

Approval of a Professional Services Agreement with  
 Youth M.O.V.E. Oregon for a Drop-In Center and Peer Support

<b>Purpose/Outcomes</b>	Contractor will continue to provide a drop-in center and peer support for youth/young adults in transition within Clackamas County
<b>Dollar Amount and Fiscal Impact</b>	The contract maximum is \$220,000.00.
<b>Funding Source</b>	2017-2017 Community Mental Health Program (CMHP) Intergovernmental Agreement with Oregon Health Authority - no County General Funds are involved.
<b>Safety Impact</b>	None
<b>Duration</b>	Effective July 1, 2015 and terminates on June 30, 2016
<b>Previous Board Action</b>	The previous contract was approved by the Board of County Commissioners on June 26, 2014, agenda item 062414-A36.
<b>Contact Person</b>	Jill Archer – Director – Behavioral Health Division – (503)742-5336
<b>Contract No.</b>	7211

**BACKGROUND:**

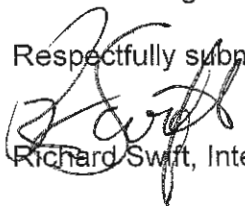
The Behavioral Health Division of the Health, Housing and Human Services Department requests the approval of a Professional Services Agreement with Youth M.O.V.E. Oregon for a drop-in center and peer support for youth and young adults in transition within Clackamas County. The drop-in center specifically provides one-on-one person-centered planning (a set of approaches designed to assist someone to plan their life and supports). Services include a computer lab, community resources, peer support groups, community service opportunities, informational presentations and workshops such as: career development, job searches, and personal management. Youth M.O.V.E. offers support to individuals working toward addiction recovery and/or mental wellness. This is a continuation of an agreement with Youth M.O.V.E. Oregon that began in 2011.

The agreement is effective July 1, 2015 and continues through June 30, 2016 with a contract value of \$220,000. County Counsel has reviewed and approved this agreement as part of the H3S contract standardization project.

**RECOMMENDATION:**

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

Respectfully submitted,



Richard Swift, Interim Director

## PROFESSIONAL SERVICES AGREEMENT

### AGREEMENT # 7211

This Professional Services Agreement is between Clackamas County acting by and through its Health, Housing and Human Services Department, Behavioral Health Division, hereinafter called "COUNTY" and YOUTH M.O.V.E. OREGON, hereinafter called "CONTRACTOR".

### AGREEMENT

#### 1.0 Engagement

COUNTY hereby engages CONTRACTOR to provide a drop-in center and peer supports for youth/young adults in transition within Clackamas County as more fully described in Exhibit A, Scope of Work, attached hereto and incorporated herein.

#### 2.0 Term

Services provided under the terms of this agreement shall commence **July 1, 2015**. This agreement shall terminate **June 30, 2016** unless terminated earlier by one or both parties as provided for in paragraph 6.0. This agreement may be renewed annually and amended by mutual consent of both parties.

#### 3.0 Compensation and Fiscal Records

3.1 Compensation. COUNTY shall compensate CONTRACTOR for satisfactorily performing contracted services as specified in Exhibit A as follows:

Total payment to CONTRACTOR shall not exceed \$220,000.

Payment shall be full compensation for work performed, for services rendered, and for all labor, materials, supplies, equipment, travel expenses, mileage, and incidentals necessary to perform the work and services.

3.2. Method of Payment. To receive payment, CONTRACTOR shall submit invoices as follows:

CONTRACTOR shall submit monthly invoices in the amount of \$18,333 due by the 10<sup>th</sup> of the month. CONTRACTOR may use the invoice template provided in Attachment 1. The invoice shall include the contract # **7211**, dates of service and the total amount due for all service provided during the month. Invoices shall be submitted electronically to:

BHAP@co.clackamas.or.us

When submitting electronically, designate CONTRACTOR name and contract # **7211** in the subject of the e-mail.

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

3.3 Withholding of Contract Payments. Notwithstanding any other payment provision of this agreement, should CONTRACTOR fail to perform or document the performance of contracted services, COUNTY shall immediately withhold payments hereunder. Such withholding payment for cause may continue until CONTRACTOR performs required services or establishes to COUNTY'S satisfaction that such failure arose out of causes beyond the control, and without the fault or negligence, of CONTRACTOR.

3.4 Financial Records. CONTRACTOR shall maintain complete and legible financial records pertinent to payments received. Such records shall be maintained in accordance with Generally Accepted Accounting

Principles. Financial records shall be retained for at least five (5) years after final payment is made under this agreement or until all pending matters are resolved, whichever period is longer. If an audit of financial records discloses that payments to CONTRACTOR were in excess of the amount to which CONTRACTOR was entitled, CONTRACTOR shall repay the amount of the excess to COUNTY.

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

#### **4.0 Manner of Performance**

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

#### **5.0 General Conditions**

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

**Youth M.O.V.E OREGON**

*Professional, Technical and Consultant Agreement # 7211*

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CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

5.2 Insurance. During the term of this agreement, CONTRACTOR shall maintain in force at its own expense each insurance noted below:

5.2.1 Commercial General Liability

Required by COUNTY       Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.

5.2.3 Professional Liability

Required by COUNTY       Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

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

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

5.4 Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by CONTRACTOR and COUNTY.

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

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

5.7 Future Support. COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 each policy limit.

5.8.2 Oregon Constitutional Limitations. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with such law, are deemed inoperative to that extent.

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

- a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.
- b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.
- c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.
- d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of . CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

## **6.0 Termination**

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

- a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.
- b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.
- c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.



d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.

e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

**7.0 Notices**

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:

Youth M.O.V.E. Oregon  
72A Centennial Loop, Suite 150  
Eugene, OR 97401

If to COUNTY:

Clackamas County Behavioral Health Division  
2051 Kaen Road, # 154  
Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

- Exhibit A      Scope of Work
- Exhibit B      Reporting Requirements
- Exhibit C      Performance Standards
- Exhibit D      Matching Funds Requirements
- Attachment 1    Budget FY 15/16
- Attachment 2    Invoice Template

**Youth M.O.V.E OREGON**

*Professional, Technical and Consultant Agreement # 7211*

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

**YOUTH M.O.V.E. OREGON**

By:   
\_\_\_\_\_  
Martin Rafferty, Executive Director

\_\_\_\_\_  
Date  
72A Centennial Loop, Suite 150  
\_\_\_\_\_  
Street Address  
Eugene, Oregon 97401  
\_\_\_\_\_  
City / State / Zip  
(541)606-1514 / (541)349-9226  
\_\_\_\_\_  
Phone / Fax

**CLACKAMAS COUNTY**

Commissioner: John Ludlow, Chair  
Commissioner: Jim Bernard  
Commissioner: Paul Savas  
Commissioner: Martha Schrader  
Commissioner: Tootie Smith

**Signing on Behalf of the Board:**

\_\_\_\_\_  
Richard Swift, Interim Director  
Health, Housing and Human Service Department

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

**A. Background and Definitions**

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed to be flexible and community-based to meet the unique needs of each individual.

**B. Scope of Work**

CONTRACTOR agrees to provide **Youth/Young Adult Peer Services** performing the following activities under the terms of this agreement:

1. Work in conjunction with COUNTY to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.
2. Provide a drop-in center for youth/young adults in transition with access to:
  - a. One-on-one person-centered planning
  - b. Computer lab
  - c. Community resources
  - d. Peer support groups
  - e. Community service opportunities
  - f. Informational presentations and workshops
3. Assist individuals with one-on-one person-centered planning and work as an advocate within the treatment planning team if the youth/young adult requests these supports.
4. Support an individual working toward addiction recovery and/or mental wellness.
  - a. Assist in accessing 12 step programs, support groups, and other resources available in the community as requested by the youth/young adult.
5. Support youth/young adults who may be involved in the child welfare, corrections, juvenile justice, or addictions systems.
6. Assist and support individuals in developing community and peer support networks.
7. Address other issues as identified by the youth/young adult.
8. Outreach to youth/young adults receiving services from the COUNTY's mental health clinics and other mental health providers within the COUNTY network, residential care facilities, schools,

Juvenile Justice, Oregon Youth Authority, Child Welfare, and other systems and agencies that serve youth/young adults in transition.

9. Participate at various meetings, committees and councils facilitated by COUNTY and other community partners.

**C. Standards of Work**

1. Peer Support staff will use a whole health approach not only addressing issues of addiction and mental health, but spiritual and physical health as requested by the youth/young adult.
2. When working one-on-one with a youth/young adult, write a brief note per service provided, describing the service provided and incorporating the 40 Developmental Assets as appropriate.
3. Provide administrative and operational oversight of Peer Support staff that includes training, schedule coordination, and supervision.
4. CONTRACTOR shall acquire matching funds equal to 25% of the total amount of contract with COUNTY. See Exhibit D for definitions and reporting requirements.

**D. Data Collection**

CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning to the site for services, etc.

**EXHIBIT B  
REPORTING REQUIREMENTS**

- A. CONTRACTOR shall submit a report of individuals participating in the services provided under this contract. Information in the report shall include:
1. Total number of participants served this quarter
  2. Number of participants involved with child welfare
  3. Number of participants involved with Juvenile Justice/Oregon Youth Authority/Corrections
  4. Number of participants who have received or are receiving mental health services
  5. Number of participants enrolled in Oregon Health Plan
  6. Number of participants who are homeless
  7. Number of participants who concluded support services provided through this agreement
- B. CONTRACTOR shall submit a report summarizing the experience of services provided as reported by individuals served. Information included in this report shall include, but is not limited to, the following indicators:
1. Number of youth/young adult participants who completed a youth-driven/person-centered planning process
  2. Number of youth/young adult participants who feel support services have contributed to their success
  3. Number of youth/young adult participants who feel their quality of life has improved overall
  4. Number of youth/young adult participants who feel there has been an increase in overall wellness (whole health)
  5. Number of youth/young adult participants who feel there been an increase in natural supports
- C. CONTRACTOR shall report the number of trainings provided during the quarter. Information included in this report shall include, but is not limited to, the following:
1. Number of continuing education or training programs provided for Young Adult Support Specialists and/or Navigators
  2. Number of outreach activities conducted to inform community partners and referral sources about the role of Youth M.O.V.E.
  3. Number of workshops, presentations, or support groups for youth/young adults within the COUNTY

**Youth M.O.V.E OREGON**

*Professional, Technical and Consultant Agreement # 7211*

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D. Submit reports to COUNTY as follows:

- |             |                                |                      |
|-------------|--------------------------------|----------------------|
| • Quarter 1 | July, 2015 – September, 2015   | Due October 31, 2015 |
| • Quarter 2 | October, 2015 – December, 2015 | Due January 31, 2016 |
| • Quarter 1 | January, 2016 – March, 2016    | Due April 30, 2016   |
| • Quarter 2 | April, 2016 – June, 2016       | Due July 31, 2016    |

**Mail reports to:**

Clackamas County Behavioral Health Division  
Attn: Ally Linfoot  
2051 Kaen Road, # 154  
Oregon City, OR 97045

Or submit through e-mail to [alinfoot@co.clackamas.or.us](mailto:alinfoot@co.clackamas.or.us)

**EXHIBIT C  
PERFORMANCE STANDARDS**

**A. General Performance Standards**

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provided services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.
2. CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

**B. Staff**

CONTRACTOR will provide the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Appropriate education and academic degrees;
- Relevant work history or qualifications;

**C. Monitoring**

COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. CONTRACTOR shall cooperate with COUNTY in such monitoring. COUNTY shall provide CONTRACTOR twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by CONTRACTOR. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

**D. Miscellaneous Federal Provisions**

CONTRACTOR shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by

law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

**E. Abuse Reporting**

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hour only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

**F. Confidentiality**

CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.



## EXHIBIT D MATCHING FUNDS REQUIREMENT

### **Cash Match**

**Definition:** Cash contributions provided by an individual or organization for which documentation can be provided of a cash transaction by the applicant, project sponsors, or partners. A cash match contribution must be specific to the deliverables of the contract.

**Documentation:** For cash matches, contractors are required to provide documentation of the cash transaction. Receipts verifying the receipt of cash; reports that document payments by the contractor with line items in the expenditure section specific to matching fund expenditures; invoices for expenditures covered by other funds (grants, contracts, etc.).

### **In-Kind Match**

**Definition:** In-kind contributions are project-specific contributions of a service or product provided by an individual or organization where the cost cannot be tracked back to a cash transaction. In-kind expenses generally involve donated labor, equipment or materials.

**Documentation:** Recipients are only required to provide a summary of their in-kind match and indicate the basis for their calculations for donated labor, equipment, material or other costs.

### **Matching Funds Reporting**

A matching funds summary must be included in the final report due at the end of the contract cycle. This report should clearly indicate expenses that have been covered as a cash or in-kind match during the term of the contract. This report must also include the matching funds expended in meeting the deliverables of this contract during the term of the contract.

ATTACHMENT 1  
BUDGET FY 15/16

Youth MOVE Oregon  
Master Budget  
FY 2015-16

Clackamas

**REVENUES**

<b>4100 Grants &amp; Contracts</b>	\$ 220,000.00
<b>4200 Fee for Service</b>	-
<b>Total Income</b>	<b>\$ 220,000.00</b>

**EXPENSES**

<b>5000 Personnel</b>	
<b>7210 Personnel Payroll</b>	\$ 126,675.00
<b>7300 Health Benefits</b>	13,643.00
<b>Total Personnel</b>	<b>\$ 140,318.00</b>
<b>6000 Materials and Services:</b>	
<b>6100 Advertising</b>	<b>Total \$ 500.00</b>
<b>6200 Operating Expenses</b>	
<b>6205 Office Supplies</b>	\$ 800.00
<b>6210 Office Services</b>	-
<b>6215 Phone &amp; Internet Services</b>	4,000.00
<b>6220 Printing / Photocopying</b>	1,140.00
<b>6225 Postage &amp; Shipping</b>	100.00
<b>6230 Equipment Rental</b>	-
<b>6235 General Equipment &amp; Furniture</b>	7,171.00
<b>6240 Licenses &amp; Fees</b>	300.00
<b>6245 Personnel &amp; Recruitment</b>	600.00
<b>6265 Repairs &amp; Maintenance</b>	500.00
<b>6290 Information Technology</b>	1,800.00
<b>6295 Other Expense</b>	-
<b>Total Operating</b>	<b>\$ 16,411.00</b>
<b>6300 Program Expenses</b>	
<b>6310 Program Supplies</b>	\$ 3,000.00
<b>6320 Program Food</b>	3,000.00

6325 Clinical Supervision	-
6330 Entertainment	-
6340 Event Expenses	-
6345 Training/Technical Assistance	900.00
6350 Volunteer Appreciation	-
6390 Program Other	-
<b>Total Program Services</b>	<b>\$ 6,900.00</b>
<b>6400 Travel Expenses</b>	
6410 Mileage	\$ 4,400.00
6420 Transportation	100.00
6430 Parking & Permits	100.00
6440 Travel Meals	200.00
6450 Lodging	400.00
6490 Travel Other	
<b>Total Travel Expenses</b>	<b>\$ 5,200.00</b>
<b>6500 Conferences &amp; Meetings</b>	
6510 Food for Internal Meetings	\$ -
6540 Other for Internal Meetings	-
6550 Fees for Attending Conferences	-
<b>Total Conferences &amp; Meetings</b>	<b>\$ -</b>
<b>6600 Occupancy Expenses</b>	
6610 Rent	\$ 21,900.00
6620 Utilities	3,400.00
6630 Rental Property Insurance	
<b>Total Occupancy Expenses</b>	<b>\$ 25,300.00</b>
<b>6800 Other Reported Expenses</b>	
6850 Insurance	\$ 800.00
6890 Other Expenses	-
<b>Total Other Expense</b>	<b>\$ 800.00</b>
<b>Total Materials and Services:</b>	<b>\$ 55,111.00</b>
<b>7000 Overhead Allocation</b>	<b>Total \$ 23,571.00</b>
12% Percent Calculated	

**7200 Contingency/Flex Spending**  
**TOTAL EXPENSES**  
**Net excess (deficit)**

\$	1,000.00
	220,000.00

Executive Director  
Operations Manager  
Executive Assistant  
Admin Assistant





Approval of Previous Business Meeting Minutes:

June 18, 2015

(minutes attached)

## **BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING MINUTES**

A complete video copy and packet including staff reports of this meeting can be viewed at

<http://www.clackamas.us/bcc/business.html>

**Thursday, June 18, 2015 – 10:00 AM**

**Public Services Building**

**2051 Kaen Rd., Oregon City, OR 97045**

**PRESENT:** Commissioner John Ludlow, Chair  
Commissioner Paul Savas  
Commissioner Martha Schrader – *\*arrived during Consent Agenda*  
Commissioner Tootie Smith  
Housing Authority Commissioner Paul Reynolds

**EXCUSSED:** Commissioner Jim Bernard

### **CALL TO ORDER**

■ Roll Call

Commissioner Bernard is attending another meeting and will not be in attendance today.

■ Pledge of Allegiance

**\*Special Presentation from Nora Yotsov, Emergency Management who spoke regarding fire prevention and fire safety in Clackamas County.**

Chair Ludlow recess as the Board of County Commissioners and convene as the Housing Authority Board for the next item. He introduced Housing Authority Commissioner Paul Reynolds and asked the Clerk to read the Housing Authority Consent agenda by title only.

### **I. HOUSING AUTHORITY CONSENT AGENDA**

1. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of FY 2015
2. Approval to Respond to the Meyer Memorial Trust Request for Proposals to Increase Access to Private Market Units for Low-Income Renters through an Affordable Housing Initiative Grant
3. Resolution 1910 - Approving the Housing Authority of Clackamas County FY 2015-2016 Budget

Chair Ludlow asked the Clerk to read the Housing Authority consent agenda by title – he then asked for a motion.

#### **MOTION:**

Commissioner Reynolds: I move we approve the Housing Authority consent agenda.

Commissioner Savas: Second.

Clerk calls the poll.

Commissioner Reynolds: Aye.

Commissioner Smith: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye – the motion passes 4-0.

Chair Ludlow adjourned as the Housing Authority Board and re-convened as the Board of County Commissioners for the remainder of the meeting.

### **II. CITIZEN COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

1. Les Poole, Gladstone – spoke regarding job growth in Clackamas County.  
~Board Discussion~
2. Mack Woods, Canby – spoke in support of Veteran's.



*\*Commissioner Schrader joins the meeting – she was delayed in traffic.*

### **III. CONSENT AGENDA**

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

#### **MOTION:**

Commissioner Smith: I move we approve the consent agenda.  
Commissioner Schrader: Second.  
Clerk calls the poll.  
Commissioner Schrader: Aye.  
Commissioner Savas: Aye.  
Commissioner Smith: Aye.  
Chair Ludlow: Aye – the motion passes 4-0.

#### **A. Health, Housing & Human Services**

1. Approval to Amendment No. 2 to an Intergovernmental Agreement with the Oregon Department of Education, Youth Development Division No. 9878 to Provide Juvenile Crime Prevention Services - *Children, Youth & Families*

#### **B. Finance Department**

1. Approval of the Contract with Tualatin Valley Workshop Inc. for Janitorial Services

#### **C. Elected Officials**

1. Approval of Previous Business Meeting Minutes – *BCC*

#### **D. Business and Community Services**

1. Resolution No. **2015-57** Delegating Signature Authority to the Library Service District Administrator for Entering into Two Agreements Relating to the Transfer of Library Assets and Employees to the City of Happy Valley

#### **E. Juvenile Department**

1. Approval of Amendment No 1 to the Intergovernmental Agreement with Multnomah County to purchase beds within Multnomah County's Assessment and Evaluation Program
2. Approval for Filing of Grant Application for the 2015 Edward Bryne Memorial Justice Assistance Grant

### **IV. SERVICE DISTRICT NO. 5 (Street Lighting)**

1. Resolution No. **2015-58** for a Supplemental Budget for Service District No. 5 (Less than 10%) of the Total Qualifying Expenditures and Making Appropriations for FY 2014-2015

### **V. COUNTY ADMINISTRATOR UPDATE**

<http://www.clackamas.us/bcc/business.html>

### **VI. COMMISSIONERS COMMUNICATION**

<http://www.clackamas.us/bcc/business.html>

**MEETING ADJOURNED – 10:42 AM**



# Clackamas County Sheriff's Office

CRAIG ROBERTS, Sheriff

July 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

An Intergovernmental Agreement between the Tri County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and Clackamas County for Transit Police Services—Contract #10-810 Amendment 2.

<b>Purpose/Outcome</b>	Extend the existing contract until September 28, 2015, to provide one or more full-time deputies performing transit police services.
<b>Dollar Amount and Fiscal Impact</b>	To be agreed upon by all parties. CCSO budget will be submitted to TriMet upon execution of this agreement.
<b>Funding Source</b>	Tri County Metropolitan Transportation District of Oregon is the source of funds for this agreement.
<b>Safety Impact</b>	This collaboration provides: 1) A visible law enforcement presence for the transit system; 2) Expedient calls for service; 3) Enhanced enforcement and law enforcement support; and 4) Problem-oriented policing with the goal of prevention.
<b>Duration</b>	July 1, 2015 through September 28, 2015, while details are resolved on the successive agreement.
<b>Previous Board Action/Review</b>	Approval of prior years' agreements (attached).
<b>Contact Person</b>	Robert Wurpes, Lieutenant – office (503) 785-5083
<b>Contract No.</b>	10-0810

## BACKGROUND:

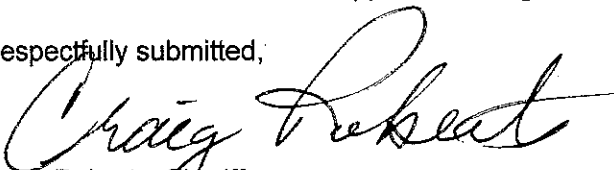
This amendment will allow for the continuance of services identified in Contract #10-0810, where Tri-Met will reimburse CCSO for salaries, overtime, insurance, retirement, other benefits and indirect costs and overhead. This extension is only for the period from July 1, 2015 through September 28, 2015, until the details of the successive Agreement are resolved. The original contract is attached for reference. All other terms and conditions of the Agreement remain in full force and effect.

County Counsel has approved this Agreement.

## RECOMMENDATION:

Staff recommends the Board approve and sign this agreement for transit police services.

Respectfully submitted,

  
Craig Roberts, Sheriff

*"Working Together to Make a Difference"*

**INTERGOVERNMENTAL AGREEMENT AMONG THE TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON (TRIMET), THE CITY OF PORTLAND  
AND CLACKAMAS COUNTY**

**CONTRACT NO. 10-0810, AMENDMENT NO. 2**

This Amendment No. 2 amends the July 1, 2010 Intergovernmental Agreement (“Agreement”), among the Tri-County Metropolitan Transportation District of Oregon (“TriMet”), the City of Portland (“Portland”) and Clackamas County (collectively referred to as the “Parties”), as amended by Amendment No. 1, for provision of Transit Police Division (“Transit Police”) services, effective June 24, 2015.

The Parties agree as follows:

1. The term of the Agreement is hereby extended through September 28, 2015.
2. All other terms and conditions of the Agreement shall remain in full force and effect.

**CLACKAMAS COUNTY**  
2051 Kaen Road  
Oregon City, OR 97045

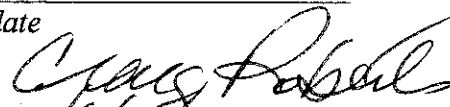
**CITY OF PORTLAND**  
1221 SW 4<sup>TH</sup> Ave.  
Portland, OR 97204

**TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON (TRIMET)**  
4012 SE 17<sup>th</sup> Ave.  
Portland, OR 97202

\_\_\_\_\_  
John Ludlow  
*Board of County Commissioner  
Chair*

\_\_\_\_\_  
Charlie Hales  
*Mayor*

\_\_\_\_\_  
Harry Saporta  
*Executive Director, Safety, Security &  
Environmental Services*

\_\_\_\_\_  
*date*  
  
7/8/15

\_\_\_\_\_  
Craig Roberts  
Sheriff

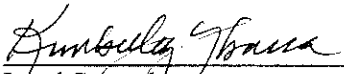
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*date*  
7/8/15

\_\_\_\_\_  
*date*  
\_\_\_\_\_  
*date*

\_\_\_\_\_  
Mary Hull Cabellero  
Auditor

\_\_\_\_\_  
*date*

Approved as to form:

\_\_\_\_\_  
  
Legal Counsel

\_\_\_\_\_  
*date*  
7/8/15

\_\_\_\_\_  
Tracy Reeve, City Attorney

\_\_\_\_\_  
*date*

\_\_\_\_\_  
TriMet Legal Counsel

\_\_\_\_\_  
*date*

# 30001908

**INTERGOVERNMENTAL AGREEMENT  
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON, THE CITY OF PORTLAND AND CLACKAMAS COUNTY  
FOR TRANSIT POLICE SERVICES**

Contract No. 10-0810

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), the City of Portland (Portland) and Clackamas County, pursuant to authority granted in ORS Chapter 190.

**RECITAL**

TriMet, Portland and Clackamas County ("the parties") desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

**AGREEMENT**

The parties agree as follows:

1. **TERM:** The initial term of this Agreement shall be from July 1, 2010 through June 30, 2011. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2015, unless terminated sooner under the terms of this Agreement.
2. **RESPONSIBILITIES OF PARTIES:** See attached Exhibits 1 through 3.
2. **TERMINATION:**
  - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
  - b. If TriMet is unable to appropriate sufficient funds to pay Clackamas County for their services under this Agreement, TriMet must notify Clackamas County and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
  - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.
4. **INDEMNIFICATION:**

Portland and Clackamas County will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Clackamas County shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of Clackamas County, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless Clackamas County and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless Clackamas County and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

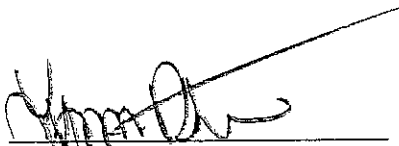
5. **INSURANCE:** Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. **ADHERENCE TO LAW:** Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. **ACCESS TO RECORDS:** Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. **SUBCONTRACTOR AND ASSIGNMENT:** No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. **ENTIRE AGREEMENT:** This Agreement incorporates by reference and makes all of the terms and conditions of the Exhibits 1 through 3 attached hereto a part of this Agreement and constitutes the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. **ATTORNEY FEES:** In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
11. **SEVERABILITY:** The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
12. **NOTICES:** The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:


The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

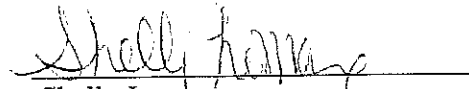
CLACKAMAS COUNTY  
2051 Kaen Road  
Oregon City, OR 97045

CITY OF PORTLAND  
1221 SW 4<sup>TH</sup> Ave.  
Portland Or. 97204

TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF  
OREGON (TRIMET)  
4012 SE 17<sup>th</sup> Ave.  
Portland, OR. 97202

  
\_\_\_\_\_  
Lynn Peterson  
Chair  
Clackamas County Commissioners

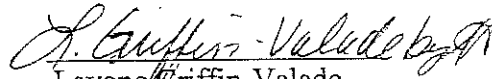
  
\_\_\_\_\_  
Sam Adams  
Mayor

  
\_\_\_\_\_  
Shelly Lomax  
Executive Director, Operations

11-10-10 0:2  
date

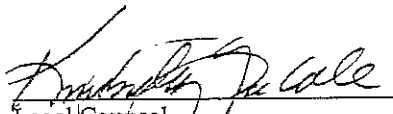
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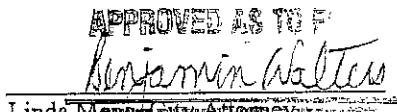
12/7/10  
date


  
\_\_\_\_\_  
Lavone Griffin-Valade  
Auditor

2/7/11  
date

Approved as to form:

  
\_\_\_\_\_  
Linda M. Gale  
Legal Counsel  
3/17/10  
date

APPROVED AS TO F  
  
\_\_\_\_\_  
Linda M. Gale  
City Attorney  
12/17/10  
date

  
\_\_\_\_\_  
TriMet Legal Counsel  
12/13/10  
date

Exhibits:

- Exhibit 1 -- Transit Police Division Administration & Operations
- Exhibit 2 -- Transit Police Division Staffing Letter
- Exhibit 3 -- Transit Police Division Personnel Operations

## EXHIBIT 1

### TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

#### 1. SERVICE LEVEL

For the term of this Agreement, Clackamas County will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among Clackamas County Sheriff, the Transit Police Division Commander and TriMet's Executive Director - Operations, with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. Clackamas County personnel assigned to the Division will remain employees of Clackamas County and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

#### 2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:
- (1) On-Board Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
  - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
  - (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
  - (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
  - (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
  - (6) Targeting: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

b. Agency Cooperation and Coordination:

- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, Clackamas County are coordinated and effective.
- (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
- (3) Clackamas County agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. Clackamas County agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to Clackamas County, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.

d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. Clackamas County agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.

3. REIMBURSEMENT OF COSTS

a. Costs: Clackamas County must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers serving in the TriMet Transit Police Division. Clackamas County shall invoice TriMet monthly for all such Division personnel. Administrative fees charged by Clackamas County to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel assigned to the Division. TriMet agrees to compensate Clackamas County within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable-FN4, 4012 SE 17<sup>th</sup> Avenue, Portland, OR 97202.



- b. Amount: Before April 1<sup>st</sup> of each year of this Agreement, Clackamas County must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to Clackamas County under this Agreement. If the parties cannot agree on such compensation by June 1<sup>st</sup>, any party may elect to terminate this Agreement without penalty.

**EXHIBIT 2**  
**TRANSIT POLICE DIVISION STAFFING LETTER**

October 25, 2010

Sheriff Craig Roberts  
Clackamas County Sheriff's Office  
2223 S Kaen Road  
Oregon City, OR 97045

RE: CCSO Staffing to TriMet Transit Police Division

Dear Sheriff Roberts:

This letter is issued pursuant to the Intergovernmental Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), Clackamas County Sheriff's Office (CCSO) and the City of Portland (Portland), for TriMet Transit Police Services, as amended, to establish or change the number of sheriff deputies assigned from the CCSO to the TriMet Transit Police Division or to change the personnel assigned to the TriMet Transit Police Division.

Staffing from May 28, 2010:

- One Sergeant (Lynn Schoenfeld)
- One Deputy (John Christensen)

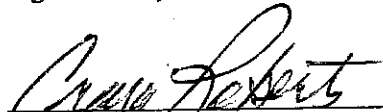
Note: The above personnel will be permanently assigned to the TriMet Transit Police South Precinct, Afternoon Shift. They are not subject to transfer unless written approval is obtained from Sheriff Roberts.

Any future change in the number of deputies assigned from CCSO to the TriMet Transit Police Division is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

**SHELLY LOMAX**  
Executive Director, Operations  
TriMet

Agreed to by Clackamas County:

  
\_\_\_\_\_  
Craig Roberts  
Sheriff Clackamas County

10-28-10  
Date

Agreed to by City of Portland:

\_\_\_\_\_  
Mike Crebs  
Transit Police Commander

\_\_\_\_\_  
Date

## EXHIBIT 3

### TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

#### THE PARTIES AGREE THAT:

1. Current and future Clackamas County officers assigned to the Division will use their Clackamas County date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future Clackamas County officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.

7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.

8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.

9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.

10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.

11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.

12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.

13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.

14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.

15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.

- A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

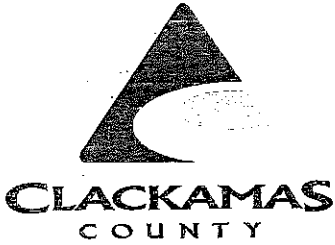
19. **Discipline.** Discipline and discharge of Clackamas County officers assigned to the Division will be the responsibility of Clackamas County and in accordance with the Collective Bargaining Agreement between Clackamas County and the Oregon State Sheriff's Association.

20. **Citizen Complaints.** All citizen complaints concerning Clackamas County officers to be referred to Clackamas County and finding copied to the Commander, Transit Police Division. Clackamas County agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about Clackamas County officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.

- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 to the extent it does not conflict with Clackamas County labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary an appropriate.

21. **Collective Bargaining Agreement.** All other terms and conditions of any current Collective Bargaining Agreement between the Clackamas County and the Oregon State Sheriff's Association shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.



ELLEN CRAWFORD  
DIRECTOR

**JUVENILE DEPARTMENT**

July 16, 2015

**JUVENILE INTAKE AND ASSESSMENT CENTER**  
2121 KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioner  
Clackamas County

Members of the Board:

Approval of Intergovernmental Agreement with the State of Oregon  
Acting by and through its Oregon Youth Authority for Individualized Services

<b>Purpose/Outcomes</b>	This IGA between the State of Oregon, by and through Oregon Youth Authority, and Clackamas County for an Individualized Services Fund.
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$72,967
<b>Funding Source</b>	State of Oregon
<b>Safety Impact</b>	Services provided by these funds include various wrap-around services for youth and families, such as individual and group therapy, psychological evaluations, GED testing and classes, bus passes, various pro-social activities or classes for youth to be engaged in, etc.
<b>Duration</b>	Effective July 1, 2015 through June 30, 2017
<b>Previous Board Action</b>	
<b>Contact Person</b>	Ellen Crawford, Director – Juvenile Department – 503-655-8342 ext 3171
<b>Contract No.</b>	

**BACKGROUND:**

Attached is an Intergovernmental Agreement provided by the State of Oregon, through the Oregon Youth Authority to the County to provide funds for individualized services for youth and families, including, but not limited to, individual and group therapy, psychological evaluations, GED testing and classes, bus passes, various pro-social activities or classes for youth to be engaged in, etc.

Total amount of this IGA is \$72,967.00. No County General Funds are involved. This agreement is effective upon acceptance by all parties and will terminate on June 30, 2017.

**RECOMMENDATION:**

Staff recommends approval of this Intergovernmental Agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Ellen Crawford". The signature is written in black ink and is positioned above the printed name and title.

Ellen Crawford, Director  
Juvenile Department

For more information on this issue or copies of attachments, please contact Crystal Wright at 503-655-8342 ext 7112.



In compliance with the Americans with Disabilities Act, this document is available in alternate formats such as Braille, large print, audio tape, oral presentation, and computer disk. To request an alternate format call the State of Oregon, Oregon Youth Authority, Budget and Contracts Unit at (503) 373-7371.

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT  
Individualized Services**



Agreement # 13191

This Agreement is between the State of Oregon, acting by and through its **OREGON YOUTH AUTHORITY**, hereafter called "OYA" or "Agency", and **CLACKAMAS COUNTY**, hereafter called "County".

Agency's **Contract Administrator** for this Agreement is: Philip Cox Phone Number: (503) 373-7531  
Address: 530 Center St NE, Suite 200, Salem, Oregon 97301

**1. Effective Date and Duration.** This Agreement shall become effective as of **July 1, 2015**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall terminate when Agency accepts County's completed performance or on **June 30, 2017**, whichever date occurs first. Agreement termination shall not extinguish or prejudice Agency's right to enforce this Agreement with respect to any default by County that has not been cured.

**2. Statement of Work.** County shall perform the work (the "Work" or "Service") as set forth in the Statement of Work, which includes the delivery schedule for such Work, and that is attached hereto as Exhibit A. County shall perform the Work in accordance with the terms and conditions of this Agreement.

**3. Consideration**

- a. The maximum, not-to-exceed compensation payable to County under this Agreement, which includes any allowable expenses, is **\$72,967.00**. Agency will not pay County any amount in excess of the not-to-exceed compensation of this Agreement for completing the Work, and will not pay for Work performed before the date this Agreement becomes effective or after the termination of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before County performs Work subject to the amendment.
- b. Interim payments to County shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A.
- c. Agency will pay only for completed Work that is accepted by Agency.

**4. Documents.** This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statement of Work) and Exhibit B (Subcontractor Requirements). Exhibit A and B are attached hereto and incorporated herein by this reference.

**5. Independent Contractor; Responsibility for Taxes and Withholding**

- a. County shall perform all Work as an independent contractor. The Agency reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the Agency may not and will not control the means or manner of County's performance. County is responsible for determining the appropriate means and manner of performing the Work.
- b. If County is currently performing work for the State of Oregon or the federal government, County by signature to this Agreement, represents and warrants that: County's Work to be performed under this Agreement creates no potential or actual conflict of interest as defined by ORS 244 and no statutes, rules or regulations of the state or federal agency for which County currently performs work would prohibit County's Work under this Agreement.
- c. The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an "officer", "employee", or "agent" of the Agency, as those terms are used in ORS 30.265 or otherwise.
- d. County shall be responsible for all federal or state taxes applicable to compensation or payments paid to County under this Agreement and, unless County is subject to backup withholding, Agency will not withhold from such compensation or payments any amount(s) to cover County's federal or state tax obligations. County is not eligible

for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to County under this Agreement, except as a self-employed individual.

**6. Subcontracts, Successors, and Assignments**

- a. County may contract with a third person or entity (a "Subcontractor") for delivery of a particular Service or portion thereof (a "Subcontract"). County may permit a Subcontractor to subcontract with a third person or entity for delivery of a particular Service or portion thereof and such subcontractors shall also be considered Subcontractors for purposes of this Agreement and the subcontracts shall be considered Subcontracts for purposes of this Agreement. County shall not permit any person or entity to be a Subcontractor unless the person or entity holds all licenses, certificates, authorizations and other approvals required by applicable law to deliver the Service. County shall ensure that the Subcontract is in writing and contains all provisions of this Agreement necessary for County to comply with its obligations under this Agreement and applicable to the Subcontractor's performance under the Subcontract, including but not limited to, all provisions of this Agreement that expressly require County to require Subcontractor's compliance with respect thereto. County shall maintain an originally executed copy of each Subcontract at its office and shall furnish a copy of any Subcontract to the Agency upon request.
- b. County shall not assign, delegate or transfer its interest in this Agreement without prior written approval of Agency. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Agency may deem necessary. No approval by the Agency of the assignment or transfer of interest shall be deemed to create any obligation of the Agency in addition to those set forth in the Agreement.
- c. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, and permitted assigns.

**7. No Third Party Beneficiaries.** The Agency and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County's performance under this Agreement is solely for the benefit of the Agency to assist and enable the Agency to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**8. Funds Available and Authorized; Payments.** County shall not be compensated for Work performed under this Agreement by any other agency or department of the State of Oregon. Agency certifies that it has sufficient funds currently authorized for expenditure to finance the costs of this Agreement within the Agency's current biennial appropriation or limitation. County understands and agrees that Agency's payment of amounts under this Agreement is contingent on Agency receiving appropriations, limitations, allotments or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.

**9. Representations and Warranties.** County represents and warrants to Agency as follows:

**a. Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligation hereunder.

**b. Due Authorization.** The making and performance by County of this Agreement (1) have been duly authorized by all necessary action of County and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any other governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.

**c. Binding Obligation.** This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

**d. Accuracy of Information.** The statements made in and the information provided in connection with any applications, requests or submissions to the State hereunder or in connection with any funding provided to County hereunder are true and accurate in all materials respects.

e. **Services.** The delivery of each Service will comply with the terms and conditions of this Agreement and meet the standards for such Service as set forth herein, including but not limited to, any terms, conditions, standards and requirements set forth in Exhibit A.

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

#### **10. Ownership of Intellectual Property.**

a. Except as otherwise expressly provided herein, or as otherwise provided by state or federal law, OYA will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Services. With respect to that portion of the intellectual property that the County owns, County grants to OYA a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (i) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (ii) authorize third parties to exercise the rights set forth in Section 10.a(i) on OYA's behalf, and (iii) sublicense to third parties the rights set forth in Section 10a(i).

b. If state or federal law requires that OYA or County grant to the United States a license to any intellectual property or if state or federal law requires that OYA or the United States own the intellectual property, then County shall execute such further documents and instruments as OYA may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or OYA. To the extent that OYA becomes the owner of any intellectual property created or delivered by County in connection with the Services, OYA will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.

c. County shall include in its Subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as OYA may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

#### **11. Contribution**

a. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

## **12. Default; Remedies; Termination.**

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

(i) County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, County's failure to comply with the Individualized Services Referral form;

(ii) Any representation, warranty or statement made by County herein or in any documents or reports relied upon by Agency to measure the delivery of Services, the expenditure of funds or the performance by County is untrue in any material respect when made;

(iii) County (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

(iv) A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (iii) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues un-dismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**b. Agency's Remedies for County's Default.** In the event County is in default under Section 12.a, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:

(i) termination of this Agreement under Section 12.e(ii)(D), (E), or (F);

(ii) withholding all monies due for Work and Work Products that County has failed to deliver within any scheduled completion dates or has performed inadequately or defectively;

(iii) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;

(iv) exercise of its right of setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If a court determines that County was not in default under Sections 12.a, then County shall be entitled to the same remedies as if this Agreement was terminated pursuant to Section 12.e(ii)(A), (B), or (C).

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

(i) Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or

(ii) Any representation, warranty or statement made by Agency herein is untrue in any material respect when made.

**d. County's Remedies for Agency's Default.** In the event Agency terminates the Agreement under Section 12.e(ii)(A), (B), or (C), or in the event Agency is in default under Section 12.c and whether or not County elects to exercise its right to terminate the Agreement under Section 12.e(i)(B), County's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked within any limits set forth in this Agreement but not yet billed, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (b) with respect to deliverable-based Work, a claim for the sum designated for completing the deliverable multiplied by the percentage of Work completed and accepted by Agency, less previous amounts paid and any claim(s) that Agency has against County. In no event shall Agency be liable to County for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to County exceed the amount due to County under this Section 12.d, County shall pay immediately any excess to Agency upon written demand.

**e. Termination.**

(i) County Termination.

(A) County may terminate this Agreement in its entirety for its convenience, upon 90 days advance written notice to the Agency.

(B) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as County may specify in the

notice.

(C) Upon 45 days advance written notice to Agency, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion.

(D) Immediately upon written notice to Agency, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted in such a way that County no longer has the authority to meet its obligations under this Agreement.

(ii) Agency's Termination. Agency may terminate this Agreement in its entirety or may terminate its obligation to provide funds under any portion of this Agreement:

(A) Upon 90 days' advance written notice to County, if Agency determines, in its sole discretion, to end all or any portion of the funds to County under this Agreement.

(B) Upon 45 days written notice to County, if Agency does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient, in the exercise of Agency's reasonable administrative discretion, to meet the payment obligations of Agency under this Agreement.

(C) Immediately upon written notice if state or federal laws, regulations, or guidelines are modified changed or interpreted in such a way that the Agency does not have the authority to provide funds for one or more Services or no longer has the authority to provide the funds from the funding source it had planned to use.

(D) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as Agency may specify in the notice.

(E) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a subcontractor to deliver a Service is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a subcontractor no longer meets requirements to deliver the Service. This termination right may only be exercised with respect to the particular group of Services impacted by loss of necessary licensure or certification.

(F) Immediately upon written notice to County, if Agency determines that County or any of its subcontractors have endangered or are endangering the health or safety of a Client or others.

(iii) Entire Agreement. Upon termination of this Agreement in its entirety, Agency shall have no further obligation to pay funds to County under this Agreement, whether or not Agency has paid to County all funds described in Exhibit A. Notwithstanding the foregoing, Agency shall make payments to reimburse County's for services provided prior to the effective date of termination where such services are authorized pursuant to this Agreement and are not disputed by Agency.

**13. Limitation of Liabilities.** EXCEPT FOR LIABILITY OF DAMAGES ARISING OUT OF OR RELATED TO SECTION 11, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**14. Records Maintenance; Access.** County shall maintain, and require all subcontractors to maintain, all financial records relating to this Agreement or any subcontractor contract in accordance with generally accepted accounting principles. In addition, County shall maintain and require all subcontractors to maintain, any other records (including but not limited to statistical records) pertinent to this Agreement in such a manner as to clearly document County's and each subcontractor's performance. County acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal and statistical records and other books, documents, papers, plans and writings of County that are pertinent to this Agreement to perform examinations, audits and program reviews and make excerpts and transcripts. A copy of an audit or report will be made available to County. County shall retain and keep accessible all such fiscal and statistical records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

**15. Compliance with Applicable Law.** County shall comply and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the delivery of Services. Without limiting the generality of the foregoing, County expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as

amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. Agency's performance under the Agreement is conditioned upon County's compliance with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. County shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**16. Force Majeure.** Neither Agency nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, terrorist acts and other acts of political sabotage, and war which is beyond respectively, the Agency's or County's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**17. Survival.** All rights and obligations shall cease upon termination or expiration of this Agreement, except for the rights and obligations set forth in Sections 1, 7, 8, 9, 10, 11, 12, 13, 14, 17, 20, 21, 22 and 24.

**18. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing, by personal delivery, facsimile, electronic mail, or mailing the same, postage prepaid, to County or Agency at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this Section 18. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice delivered by electronic mail shall be effective on the day of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be effective when actually delivered.

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

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

**21. Governing Law; Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Agency (and/or any other agency or department of the State of Oregon) and County that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a Circuit Court in the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. COUNTY, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**22. Integration and Waiver.** This Agreement, including all of its Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The failure of either party to enforce any provision of

this Agreement shall not constitute a waiver by that party of that or any other provision. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**23. Criminal History Checks:** The Agency has statutory authority to access criminal offender information on all persons providing services under this Agreement (ORS 181.010, 420A.010 (11) and 420A.021).

**24. Confidentiality of Information.**

a. The use or disclosure by the County and its employees and agents of any information concerning a recipient of Services, for any purpose not directly connected with the administration of the County's responsibilities with respect to such Services, is prohibited, except on written consent of the person or persons authorized by law to consent to such use or disclosure. The County shall prohibit the use or disclosure by the County's subcontractors and their employees and agents of any information concerning a recipient of Services provided under the applicable subcontracts, for any purpose not directly connected with the administration of the County's or subcontractor's responsibilities with respect to such Services, except on written consent of the person or persons authorized by law to consent to such use or disclosure. All records and files shall be appropriately secured to prevent access by unauthorized persons. The County shall, and shall require its subcontractors to, comply with all appropriate federal and state laws, rules and regulations regarding confidentiality of client records.

b. Agency shall include a provision in its contracts with contractors who utilize information related to the Services provided under this Agreement for research purposes, providing that contractor and its subcontractors under that contract shall not release confidential information on individual youth for purposes unrelated to the administration of the contract or required by applicable law, and a provision that contractor or its subcontractors under that contract shall appropriately secure all records and files to prevent access by unauthorized persons.

c. County shall maintain and require all Providers to maintain a Client record for each youth that receives a Service.

**25. County-Client Relationship.** The County shall establish a system approved by Agency through which a youth and the youth's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County shall advise the youth and parents or guardian of the youth of the existence of this grievance system. The County shall notify the Agency of all unresolved grievances.

**26. Program Records, Controls, Reports and Monitoring Procedures.** The County shall maintain program records including statistical records, and provide program records to the Agency at times and in the form prescribed by the Agency. The County shall establish and exercise such controls as are necessary to assure full compliance with the program requirements of this Agreement. The County also agrees that a program and facilities review (including meetings with youth, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by any or all of the following: state personnel, federal personnel, and other persons authorized by the Agency. The County shall cooperate fully with such reviews.

**27. Mandatory Reporting:** As required by Oregon Law (ORS 419B.005 through ORS 419B.050), all OYA contractors must immediately inform either the local office of the Department of Human Services (DHS) or a law enforcement agency when they have reasonable cause to believe that any child with whom the County comes in contact has suffered abuse, or that any person with whom the County comes in contact has abused a child. Oregon Law recognizes child abuse to include but not be limited to: physical injury; neglect or maltreatment; sexual abuse and sexual exploitation; threat of harm; mental injury; child selling.

Reports must be made immediately upon awareness of the incident. Contractors are encouraged to contact the local DHS office if any questions arise as to whether an incident meets the definition of child abuse.

**28. Amendments.** No amendment, waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by all the parties and no such amendment, waiver, consent, modification, or change of terms shall be effective until all approvals required by law have been obtained from the Department of Justice. Such amendment, waiver, consent, modification or change if made, shall be effective only in the specific instance and for the specific purpose given.

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

**30. Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.

**31. HIPAA Compliance.** To the extent applicable, County shall deliver Services in compliance with the Health Insurance Portability and Accountability Act and the federal regulations implementing the Act (collectively referred to as HIPAA). County shall comply and require all subcontractors to comply with the following:

**a. Privacy and Security of Individually Identifiable Health Information.** Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information relating to specific individuals may be exchanged between County and OYA for purposes directly related to the provision of Services. However, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate any applicable privacy rules.

**b. Consultation and Testing.** If County reasonably believes that County's delivery of Services under this Agreement may result in a violation of HIPAA requirements, County shall promptly consult with Agency.

**32. Alternative Dispute Resolution**

The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

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

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

I hereby certify and affirm I am eligible and authorized to sign this agreement on behalf of the County.

AGENCY: STATE OF OREGON, acting by and through its Oregon Youth Authority

By: \_\_\_\_\_ Date: 7/16/2015  
Title: Chair, Board of County Commissioners  
Mailing Address: 2051 Kaen Road  
Oregon City OR 97045

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Shawn Waite, Chief Financial Officer  
Mailing Address: 530 Center St. NE, Suite 200  
Salem, Oregon 97301-3740  
Facsimile: (503) 373-7921

Mary Raethke, Recording Secretary

Approved as to Legal Sufficiency by the **Attorney General's Office:** (Required if total amount owing under the Agreement, including amendments, exceeds \$150,000)

Approved as to form:  
By email Kim Ybarra 7/6/2015

By: N/A Date: \_\_\_\_\_  
Assistant Attorney General

Reviewed by **OYA Contracts Specialist:**

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



**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF WORK:**

**1.1 Overview:** Individualized services funds are intended to purchase services to meet widely varied needs, ranging from simple one-time services/purchases to complex, multi-disciplinary case management services necessary to keep a youth offender in the community, prevent commitment to Oregon Youth Authority (OYA or Agency) Probation and/or an OYA youth correctional facility, or revocation/recommitment of a youth offender to an OYA youth correctional facility. Funds are not intended for routine and ongoing costs that are already built in to other payment structures such as ongoing clothing needs, grooming needs, student body cards, etc. Rather, they are intended to fill in where other funding sources are unavailable because of the uniqueness of the need. The purchase shall directly support a need specifically itemized in a case/reformation plan. County shall research and use other resources before using Individualized services funds. Individualized services are intended to be based on evidence-based principles.

Individualized services provided by the County shall have a holistic approach across the following case plan domains:

- a) Medical;
- b) Mental Health;
- c) Social Living Skills;
- d) Alcohol and Drug Treatment;
- e) Education;
- f) Vocational;
- g) Family; and
- h) Offense specific.

Individualized services requested shall be:

- a) case-plan driven and community based;
- b) based on evidenced-based principles;
- c) outcome oriented;
- d) proactive in approach (not crisis driven); and
- e) culturally competent and gender specific.

**1.2 Eligibility:** The County agrees to provide youth specific, comprehensive wrap around services for youth who are eligible for Individualized services funds. Eligible youth are those youth who have been adjudicated delinquent; are in need of services that **cannot** be funded through any other source, public or private, in any other way and services are case plan driven; and are determined to:

- a) be at risk of commitment to the OYA; or
- b) be at risk of commitment to an OYA youth correctional facility; or
- c) be at risk of recommitment/revocation to an OYA youth correctional facility.

**1.3 Supervising Representatives:** The Supervising Representatives for purposes of this Agreement shall be:

AGENCY: Philip Cox, Assistant Director, Community Services  
(503) 373-7531  
530 Center Street NE, Suite 200, Salem, Oregon, 97301

COUNTY: Ellen Crawford, Juvenile Department Director  
(503) 655-8342 x 3171  
2121 Kaen Road, Oregon City, Oregon 97045

Should a change in the Agency's or County's Supervising Representative become necessary, Agency or County will notify the other party of such change. Such change shall be effective without the necessity of executing a formal amendment to this Agreement.

**1.4 Services:** The County's juvenile department staff shall be responsible for providing services to youth offenders referred for services under this Agreement. All referrals shall be submitted and approved using the Individualized Services Referral form as identified in subsection 1.6 of this Exhibit A. The services provided under this Agreement must:

- a) be youth specific;
- b) provide direct support of the youth offender's specific case/reformation plan;
- c) be utilized only when no other funding sources exist, public or private, for which the youth offender could qualify;
- d) reflect a prudent expenditure of public funds and be within acceptable community norms;
- e) present no threat to public safety; and
- f) conform to the Agency's Individualized Services User Handbook. A copy of the Agency's Individualized Services User Handbook will be on file with the County and Agency.

**1.5 Process:** Individualized services expenditures must be approved in advance and in writing by a designee of the County and a designee of the Agency. The designee for both the County Juvenile Department and Agency shall be approved by the Agency's Supervising Representative of this Agreement.

**1.6 Individualized Services Referral Form:** Before any expenditures can be approved under this Agreement, the County, in consultation with the Agency, shall develop a form for each youth for whom Services are requested, titled "Individualized Services Referral" that shall be approved by the Agency Supervising Representative for authorization of services under this Agreement. The form shall include:

- a) a statement that services are being provided under the terms of this Agreement;
- b) youth offender's Juvenile Justice Information System (JJIS) number;
- c) name of the youth offender;
- d) youth offender's date of birth;
- e) basis of jurisdiction;
- f) the signature of the requestor;
- g) case/reformation plan domain and objective and how the requested service will aid in the accomplishment of that plan;
- h) a description of the services to be provided;
- i) the service provider selected;
- j) unit cost;
- k) number of units;
- l) the total dollar amount of the services being requested;
- m) beginning and ending dates for which the services are to be delivered; and
- n) the approval signatures from a designated representative of both the County and the Agency.

County shall keep the detailed Individualized Services Referral form on file with the County and available for Agency review for a period of 24 months after the end date of this Agreement.

**1.7 Goals/Objectives:** The goal of the expenditure of funds under this Agreement shall be to prevent the youth offender from further escalation into the Juvenile Justice System. Measurable progress toward these general goals shall be included in the synopsis as described in subsection 1.8 of this Exhibit A below. The goals for these funds include:

- a) reduce commitments and revocations of youth offenders who can safely be managed in the community;
- b) increase public safety by providing more appropriate services to youth offenders in the community;
- c) increase positive reformation and evidenced-based reduction of risk;
- d) decrease self-destructive behavior of youth offenders served;
- e) increase educational participation of youth offenders served;
- f) reduce the propensity of youth offenders to commit crimes;
- g) increase the skills of youth offenders to appropriately live in a community setting; and
- h) reduce the propensity of a youth offender to engage in antisocial behavior.

**1.8 Synopsis:** The County shall provide the Agency, on a monthly or quarterly basis, a synopsis of youth offenders who have been approved for the Individualized services funds during the previous month or quarter. The expenditure of Individualized service funds is directly related to the youth offender's case/reformation plan.

All of the information required in the synopsis is available in the youth offender's case/reformation plan. The synopsis shall include:

- a) the youth offender's JJIS number;
- b) the youth offender's status (OYA, Juvenile Department);
- c) the risk score from the Agency's adopted risk tool or the Oregon JCP Screen/Assessment instrument;
- d) the date(s) services were provided;
- e) the type of service authorized for the youth offender;
- f) the service provider;
- g) the total amount expended for the youth offender; and
- h) a brief description of what domain and objective from the youth offender's case/reformation plan were met.

The synopsis shall be detailed and in the following format:

JJIS Number	Youth Status	Risk Score	Date(s) of Service	Type of Service	Service Provider	Amount Expended	Domain	Objective	OYA Agreement Number
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All of the information required in the synopsis is available in the youth offender's case/reformation plan.

The County shall provide additional youth offender specific and service specific information upon request by the Agency. County shall send the synopsis monthly or quarterly attached to the invoice to the Oregon Youth Authority, Authorized Representative per Subsection 1.3 of this Exhibit A.

**1.9 Survey/Report:** The Agency is periodically required to report information on how the individualized service funds are utilized. To meet this requirement the Agency may periodically request a report from the County that may include all or a portion of the information reported in the synopsis. The County shall provide this report upon the Agency's request.

**1.10 Verification of Service:** The County by submitting an invoice and synopsis for reimbursement is verifying that all services obtained for youth offenders under this Agreement have been provided as specified in the Individualized Services Referral form.

**1.11 Other Funding Source Limits:** Should a youth offender receiving services under this Agreement become eligible for services under any other private or public funding, then the services authorized by the Agreement for that specific youth offender shall be terminated and County shall not seek reimbursement for any future services so long as other funding exists.

**1.12 Equal Access:** The County agrees that there will be equal access to these funds for all adjudicated youths that have need for services under this Agreement. The County agrees that gender equity and diversity will be addressed appropriately and equitably.

**1.13 Female Offenders:** The Agency recognizes that female offender services continue to be more difficult to access; the use of Individualized services for female youth offenders will reflect services that offer specific and appropriate services for this population and employ service providers cognizant of female issues.

**1.14 Evidence-Based Programs:** County shall work with Agency to develop a process to ensure that programs and services funded under this Agreement are appropriate and workable and meet the guidelines of evidence-based programs and cost effectiveness as described under SB 267 (2003), ORS 182.515, as applicable. County shall work with Agency to develop a reporting process on County's evidence-based programs and services funded under this Agreement. County shall submit such reports to the Agency on County's evidence-based programs and services funded under this Agreement at such frequency as may be requested by Agency.

**2. CONSIDERATION:**

**2.1** As consideration for the services provided by the County under this Agreement, the Agency, subject to the provision of ORS 293.462 (payment of overdue account charges) and the terms and conditions of this Agreement, will pay to the County, by warrant(s) an amount not to exceed **\$72,967.00**.

**2.2** The Agency reserves the right to deny payment for services provided that do not conform to the Agency's Individualized Services User Handbook, as may be revised from time to time.

**2.3** Agency will reimburse County for all Allowable Costs that are authorized pursuant to this Agreement. "Allowable Costs" are defined as those costs which are reasonable and necessary for delivery of services under this Agreement, determined in accordance with 2 CFR Part 230 (Office of Management and Budget (OMB) Circular A 122) as revised from time to time.

**2.4** It is agreed that any payment or reimbursement received by the County from a parent or guardian or any other personal entitlement received on behalf of any youth offender served under this Agreement shall be promptly remitted by the County to the Agency.

**2.5** If the County allocates any indirect costs to this Agreement, the County shall make available to the Agency, upon request, a written cost allocation plan covering the handling and distribution of indirect costs. If all costs are direct costs to this Agreement, no cost allocation plan is required. In no event shall this subsection be construed to allow the County to require the Agency to pay any indirect costs allocated to this Agreement by County.

The County shall make available upon request by the Agency a monthly or quarterly detailed administrative financial report to support the actual monthly or quarterly administrative expenditures required under this Agreement.

**2.6** The County agrees that the costs reimbursed by the Agency for services to youth offenders under this Agreement shall not exceed the costs for comparable services that are not covered by this Agreement.

**2.7** The County will not impose or demand any fees from any person or agency (other than the Agency) for services provided and paid for under this Agreement, unless these fees have been approved in advance in writing by the Agency.

**2.8** If, as a result of County's neglect or misconduct, the Agency terminates a youth offender's referral to the County under this Agreement, then the County shall no longer be entitled to reimbursement under this Agreement with respect to such youth offender after the date of such termination.

**2.9** The County shall not use the funds provided hereunder to supplant money otherwise provided to the County Juvenile Department for services to delinquent youth.

### **3. PAYMENT:**

**3.1** County shall submit monthly or quarterly invoices with an attached synopsis as identified in subsection 1.8 of this Exhibit A, for Work performed for review and approval by the Agency. The invoices shall describe the Work performed and the total amount for that month or quarter. The invoices shall be provided on a form provided by the Agency. Copies of the invoices and receipts shall be retained by County for 24 months after the end date of this Agreement and shall be made available for review by Agency as described in subsection 3.5 of this Exhibit A. The invoices shall be prepared on Agency's form of invoice which County shall submit to: Oregon Youth Authority, Supervising Representative outlined in subsection 1.3 of this Exhibit A in accordance with Agency's instructions provided by Agency to County. Payment of any amount under this Agreement shall not constitute approval of the Work. The Agency's obligation to pay an invoice is conditioned upon the County providing the Agency with the synopsis specified in subsection 1.8 of this Exhibit A for the month or quarter for which payment is sought.

**3.2** County shall not submit invoices for, and Agency will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Agreement, the amendment must be fully effective before County performs services subject to the amendment. County shall notify Agency's Supervising Representative in writing thirty (30) calendar days before this Agreement expires of the upcoming expiration of the Agreement. No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement, as it may be amended from time to time in accordance with its terms.

**3.3** If payments to County by the Agency under this Agreement are made in error or are found by the Agency to be excessive under the terms of this Agreement, the Agency, after giving written notification to the County, may withhold payments due to County under this Agreement in such amounts, and over such periods of time, as are deemed necessary by the Agency to recover the amount of the overpayment. This subsection 3.3 shall survive expiration or earlier termination of this Agreement and be fully enforceable thereafter.

**3.4** County must submit its final invoice to the Agency no later than sixty (60) days after the expiration date of this Agreement. The Agency shall be under no obligation to pay for services not billed within sixty (60) days after the expiration date of this Agreement.

**3.5** The Agency reserves the right to periodically audit and review the actual expenses of the County for the following purposes:

- 1) To document the relation between the established payments under this Agreement and the amounts spent by the County.
- 2) To document that the amounts spent by the County are reasonable and necessary to assure quality service.
- 3) To assure that the County's expenses are allowable in accordance with 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs. In the event a periodic audit and review by the Agency shows that the County's expenses are not allowable under 2 CFR Part 225 or 2 CFR Part 230 (Federal OMB Circulars A-87 or A-122, respectively) on Allowable Costs in any material respect, Agency may terminate this Agreement.

**3.6** In addition to any other rights accorded to the Agency under this Agreement, if the County fails to comply with the provisions of subsections 2.3, 2.4, 2.6, 2.7 and 3.5 above, the Agency may terminate this Agreement pursuant to Section 12 e.(ii)(D) and invoke the remedies available to it, exercise its rights under subsection 3.3 of this Exhibit A, or both. Nothing in this provision shall require County or Agency to act in violation of state or federal constitutions, statutes, regulations or rules. The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies at law or in equity.

**3.7** If the Oregon Legislative Assembly, Legislative Emergency Board or Oregon Department of Administrative Services increases or decreases the amount of money appropriated or allotted for implementation of the Services under this Agreement, OYA may, by written notice to County, unilaterally increase or decrease the amount of the funding in this Agreement. In such circumstances, if requested by either party, the parties shall execute an amendment to this Agreement reflecting an increase or decrease in the funding implemented under this Section. Nothing in this Section shall limit or restrict OYA's rights under this Agreement to suspend payment of funds or to terminate this Agreement as a result of a reduction in appropriations or allotments. Notwithstanding the order of precedence listed in Section 4 of this Agreement, this Subsection 3.7 of this Exhibit A takes precedence over all other provisions of this Agreement including all Exhibits.

#### **4. AMENDMENT:**

This Agreement may be amended one or more times by mutual agreement of the parties for time, money, terms, conditions, services, or any combination of the preceding. Any such amendment is not effective until approved by all parties and all necessary legal approvals have been obtained from the Department of Justice.

#### **5. CONFLICT OF INTEREST**

County shall notify Agency in writing when a current employee or newly hired employee is also an employee of the Agency. The notification shall be submitted to the Contract Administrator and the OYA Contracts unit and shall include the name of the employee and their job description. The Agency will review the employment situation for actual and potential conflicts of interest as identified under ORS Chapter 244.

#### **6. EMERGENCY SUSPENSION/TERMINATION BY AGENCY**

The parties understand and agree that under any of the following circumstances, without limitation, the Agency may remove or suspend a youth offender from services with the County immediately:

- i. An allegation of child abuse/neglect or other conditions causing the Agency to determine that the youth offender's health, safety or welfare may be endangered; and
- ii. An allegation of misconduct of County, County's employee or subcontractor causing the Agency to determine that the youth offender's health, safety or welfare may be endangered.

If as a result of County's alleged child abuse/neglect or misconduct, Agency suspends or terminates a youth offender's services with County in accordance with this Agreement, the County shall not be entitled to any compensation under this Agreement with respect to such youth from and after the date of such suspension or termination.

## **7. CRIMINAL HISTORY RECORDS CHECK**

County shall ensure that, before any person provides services under this Agreement, the person has passed a criminal history check based on Agency's criminal history records check standards as set forth in OAR 416-800-0000 to 416-800-0095.

Any person that has not yet passed a criminal history check must be supervised by a person who has passed such a test and does meet such standards, when having direct contact with Agency youth offenders under this Agreement.

**EXHIBIT B  
SUBCONTRACTOR REQUIREMENTS**

**1. Indemnification by Subcontractors**

County shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

**2. Subcontractor Insurance Requirements**

**A. GENERAL.**

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

**B. TYPES AND AMOUNTS.**

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

ii. **PROFESSIONAL LIABILITY**

Required by Agency     Not required by Agency.

Professional Liability Insurance covering any damages caused by an error, omission or negligent act related to the services to be provided under the Subcontract, with limits not less than the following, as determined by the Agency:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iii. COMMERCIAL GENERAL LIABILITY.

Required by Agency  Not required by Agency.

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

Bodily Injury, Death and Property Damage:

\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

iv. AUTOMOBILE LIABILITY INSURANCE.

Required by Agency  Not required by Agency.

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

Bodily Injury, Death and Property Damage:



\$4,000,000 [for contracts ending on or before July 1, 2013. For contracts ending after that date, Agency to contact DAS Risk Management for the appropriate amount] per occurrence (for all claimants for claims arising out of a single accident or occurrence).

OR

The amount per occurrence (for all claimants for claims arising out of a single accident or occurrence) according to the type of service for which County is subcontracting and at the amount shown on the published OYA Insurance Requirements for Contractors. The Insurance Requirements document is available at <http://www.oregon.gov/OYA/contracts.shtml>.

- C. ADDITIONAL INSURED. If the total amount payable under the Subcontract is greater than \$15,000.00, the Commercial General Liability insurance and Automobile Liability insurance must include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to the contractor's activities to be performed under the Subcontract. Coverage must be primary and non-contributory with any other insurance and self-insurance.
- D. "TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of 24 months following the later of : (i) the contractor's completion and County's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and Agency may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If Agency approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.
- E. NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).
- F. CERTIFICATE(S) OF INSURANCE. County shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



Gregory L. Geist  
Director

July 16, 2015

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment No. 1 between Tri-City Service District and MWH Americas, Inc. for the  
Willamette Pump Station Rehabilitation and Conveyance System Evaluation

<b>Purpose/Outcomes</b>	Complete the original scope of work that includes engineering support during the implementation of near-term risk reduction improvements at the Tri-City Service District Willamette Pump Station. Work has extended into FY 2015-16.
<b>Dollar Amount and Fiscal Impact</b>	There is no budget increase requested. The original agreement is for an amount not to exceed \$345,125.00. Funds for this effort are available in the FY 2015-16 budget.
<b>Funding Source</b>	Tri-City Service District FY 2015-16 Annual Budget
<b>Safety Impact</b>	Reduce the safety risk to operators manually unclogging wastewater pumps
<b>Duration</b>	July 1, 2015 to June 30, 2016
<b>Previous Board Action</b>	Approval of the Professional Services Agreement between Tri-City Service District and MWH Americas, Inc. during the May 8, 2014 consent agenda
<b>Contact Person</b>	Matt House, Project Manager, Water Environment Services – (503)742-4601
<b>Contract No.</b>	P201913

#### BACKGROUND:

Willamette Pump Station, located in the City of West Linn, was originally constructed in 1986. Over the past ten years, the number of wipes and rags entering the aging pump station has increased. The wipes and rags clog or slow the pumps, requiring staff to clean them a minimum of three times per week to keep the station operational. This is labor intensive, a safety risk to District staff, and can cause other long-term mechanical and electrical issues at the station.

The original agreement with MWH Americas Inc. was signed in May of 2014. Phase One A of the project evaluated potential points of critical failure at the pump station. The evaluation report of findings identified near-term risk reduction improvements that will be implemented to prevent sanitary sewer overflows to the Willamette River. During February 2015, the District contracted with Xylem Water Solutions USA, Inc. to purchase a non-clog pump. The pump was a long lead item delivered to the District from Sweden, June 2015.

Staff is requesting approval of an amendment to extend the completion date of the agreement. The extension is required to:

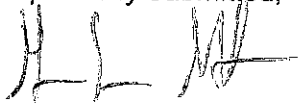
- Maintain design engineering support services during the construction of near-term risk reduction improvements including the installation of a District purchased non-clog pump, electrical upgrades, flow monitoring improvements, and pipe replacements.
- Finalize the Phase Two conveyance evaluation and coordinate the findings with the upcoming Tri-City Master Plan update.

The proposed Amendment No 1. with MWH Americas, Inc. to continue and extend professional services has been reviewed and approved by County Counsel.

**RECOMMENDATION:**

For these reasons, Staff recommends the Board of County Commissioners, acting as the governing body of the Tri-City Service District, a county service district ("District"), and as the Local Contract Review Board, approve the proposed Amendment No. 1 between the District and MWH Americas, Inc. to continue the services provided under the May 2014 Agreement and to extend the completion dates of Phase One B and Phase Two tasks from June 30, 2015 to June 30, 2016.

Respectfully submitted,



Gregory L. Geist  
Director, WES

Approved By Counsel as to Form: RL

**AMENDMENT No. 1  
TO ENGINEERING SERVICES AGREEMENT  
TO FURNISH SERVICES TO  
TRI-CITY SERVICE DISTRICT**

This AMENDMENT NO. 1 to the ENGINEERING SERVICES AGREEMENT TO FURNISH SERVICES (this "Amendment No. 1") is made and entered into on the 26 day of June, 2015, by and between TRI-CITY SERVICE DISTRICT, a county service district formed under ORS 451 ("District"), and **MWH AMERICAS, INC.**, a California corporation ("Consultant"), for performing professional services for the WILLAMETTE PUMP STATION REHABILITATION AND CONVEYANCE SYSTEM EVALUATION PROJECT, hereinafter referred to as the "Project."

WHEREAS, the parties entered into that certain Agreement to Furnish Services dated May 14, 2014 to assist the District with developing a near-term and long-term rehabilitation plan for the nearly thirty year old pump station (the "Agreement"); and

WHEREAS, the parties desire to continue and extend the services to complete the implementation of near-term risk reduction improvements at the Willamette Pump Station, identified during the Phase One A condition assessment and report of findings; additionally, completion of the downstream conveyance evaluation will be coordinated with the upcoming Tri-City Master Plan update;

WHEREAS, the parties desire to continue the services provided under the Agreement and extend the completion dates of Phase One B and Phase Two of Exhibit B, 5.0 Schedule of Services to allow for incorporation of the findings from the Phase One A assessments and Tri-City Master Plan update;

NOW, THEREFORE, for good and sufficient consideration, the parties hereby agree that:

1. To reflect an extension of Exhibit B, Schedule of Services, Phase One B and Phase Two from a completion date of June 30, 2015 to June 30, 2016, the Agreement's Exhibit B, 5.0 Schedule of Services, is hereby fully replaced with the following:

See revised Exhibit B attached hereto and incorporated by reference.

2. The District and the Consultant ratify the remainder of the Agreement and affirm that no other changes are made hereby.

In witness thereof, the parties execute this Amendment No. 1 as of the date set forth above.

MWH AMERICAS, INC.  
806 SW BROADWAY, STE 200  
PORTLAND, OREGON 97123

Dick Talley  
Authorized Signatory

6-26-2015  
Date

95-1878805  
Federal Tax ID Number

CLACKAMAS COUNTY BOARD OF  
COMMISSIONERS Acting as the  
Governing Body of TRI-CITY SERVICE  
DISTRICT

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

**EXHIBIT B**

**WATER ENVIRONMENT SERVICES  
SCOPE OF ENGINEERING SERVICES FOR  
Willamette Pump Station Rehabilitation and Conveyance System Evaluation  
Project Number P201913  
Amendment No. 1  
Revised Schedule B**

**Project Schedule**

<b>Task Name</b>	<b>Estimated Duration</b>	<b>Completion Date</b>
<b>Phase One A – Willamette Pump Station Evaluation, Alternatives, Report of Findings and Recommendations</b>	<b>26 weeks</b>	<b>12May14 – 1Nov14</b>
Task 1 – Project Management	26 weeks	12May14-1Nov14
Task 2 – Condition Assessment and Report of Findings	26 weeks	12May14-1Nov14
<b>Phase One B – District’s Option for Engineering Services for Implementation of Near-Term options</b>	<b>35 weeks</b>	<b>1Nov14 – 30Jun16</b>
Task 3 – Project Management	35 weeks	1Nov14-30Jun16
Task 4 – Engineering Services	35 weeks	1Nov14-30Jun16
<b>Phase Two – Collection and Conveyance System Condition Assessment</b>	<b>55 weeks</b>	<b>12May14–30Jun16</b>
Task 5 – Project Management	55 weeks	12May14-30Jun16
Task 6 – Condition Assessment and Report of Findings		
Interim Report of Existing System Assessment	17 weeks	12May14-30Jun16
Final Report of Assessment with Additional Flow Information and Conceptual Pump Station Recommendations	28 weeks	1Sep14-30Jun16



Gregory L. Geist  
Director

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County Service District No. 1 and the City of Happy Valley for the Happy Valley Park Stream Stabilization Project

<b>Purpose/Outcomes</b>	Stabilization of Mt Scott Creek within Happy Valley Park
<b>Dollar Amount and Fiscal Impact</b>	CCSD#1 will fund the project in the amount of \$190,835.40.
<b>Funding Source</b>	CCSD#1 FY2015-16 budget - no County General Funds are involved.
<b>Duration</b>	Effective upon approval and terminates on June 30, 2017 upon completion of construction, planting and 1-year maintenance period for plantings
<b>Contact Person</b>	Gail Shaloum, Environmental Policy Specialist - 503-557-4597
<b>Contract No.</b>	N/A

**BACKGROUND:**

Clackamas County Service District No. 1 (CCSD#1) identified the need for a stream stabilization project on a property owned by the City of Happy Valley in Happy Valley Park. The existing stream, Mt Scott Creek, has been impacted by changes to hydrology associated with development. To protect the channel from further degradation, contractors will stabilize it by installing large woody debris. Staff has secured the necessary permits from Department of State Lands and U.S. Army Corps of Engineers to perform the work.

As the surface water provider to Happy Valley, CCSD#1 staff regularly partners closely with City staff on projects to improve watershed health. On this project, City staff has facilitated City permitting, participated in meetings, reviewed plans and will provide an informational sign at the project site.

This issue was identified through CCSD#1's regular, periodic monitoring program. Funds are budgeted for construction in the approved FY2015-16 budget. Work will occur on property owned by the City of Happy Valley. The Happy Valley City Council approved adoption of the IGA on July 7, 2015.

**RECOMMENDATION:**

For these reasons, Staff recommends the Board of County Commissioners, acting as the governing body of Clackamas County Service District No.1, a county service district ("District"), and as the Local Contract Review Board, approve the Intergovernmental Agreement ("IGA") between the District and the City of Happy Valley for the Happy Valley Park Stream Stabilization Project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Geist", with a horizontal line extending to the right.

Greg Geist  
Director, WES

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN CLACKAMAS COUNTY SERVICE DISTRICT NO. 1 and  
THE CITY OF HAPPY VALLEY for the  
HAPPY VALLEY PARK STREAM STABILIZATION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into and between the City of Happy Valley (hereafter called "CITY"), an instrumentality of the State of Oregon, and Clackamas County Service District No. 1 ("DISTRICT"), a county service district formed pursuant to ORS Chapter 451.

**RECITALS**

WHEREAS, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform;

WHEREAS, Mt. Scott Creek within Happy Valley Park is in a degraded condition and at risk of further degradation; and

WHEREAS, both parties wish to stabilize the stream to prevent damage to adjacent properties or infrastructure (both District and City owned), following plans developed by Waterways Consulting for the Happy Valley Park Stream Stabilization Project.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. **Term.** This Agreement shall be effective upon execution, and shall expire upon June 30, 2017 upon completion of construction, planting and a 1-year maintenance period for plantings.
2. **Obligation of the City of Happy Valley.**
  - A. CITY agrees to allow DISTRICT and its contractors to construct the stream stabilization project (the "PROJECT"), described in more detail in Exhibit B, on land CITY owns in the southwest corner of Happy Valley Park, known as tax lots 12E26D 02700 AND 12E26DC05600, further described in Exhibit A (the "Property").
  - B. CITY agrees to maintain the PROJECT and resulting improvements on the Property following the expiration of the contractor's one-year warrantee.
  - C. CITY agrees to provide DISTRICT with reasonable access to the Property throughout the course of the PROJECT.
3. **Obligation of the DISTRICT.**
  - A. DISTRICT agrees to manage the construction of the PROJECT on the Property.
  - B. DISTRICT agrees to manage the maintenance of plantings on the PROJECT through June 30, 2017.
  - C. DISTRICT agrees to fund the PROJECT an amount not to exceed One hundred ninety-four Thousand and 00/100 Dollars (**\$194,000.00**). Notwithstanding anything else to the contrary herein, no adjustment shall be made which obligates the DISTRICT to fund the PROJECT in excess of \$194,000.00 without prior written approval by DISTRICT.
4. **Work Plan and Scheduling of Work.**
  - A. DISTRICT will manage the PROJECT and intends to complete construction and planting of the PROJECT by June 30, 2016. CITY acknowledges that said schedule is dependent on



many conditions and may be subject to change. DISTRICT will provide prompt notice to CITY of any anticipated delays in the schedule.

- B. Nothing herein shall prevent the parties from meeting to mutually discuss the PROJECT. Each party shall use best efforts to coordinate with the other to minimize conflicts.
- C. As the project manager, only DISTRICT shall approve change orders or extend unit prices that affect PROJECT following the execution of the construction contract.

5. **Early Termination of Agreement**

- A. The DISTRICT and CITY, by mutual written agreement, may terminate this Agreement at any time.
- B. The DISTRICT may terminate this Agreement for any reason upon providing thirty (30) days notice to the CITY.
- C. Either the DISTRICT or CITY may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
- D. The DISTRICT may immediately and unilaterally terminate or modify the scope of this Agreement to address unexpected cost or performance issues upon the occurrence of a Force Majeure Event (defined below). For the purposes of this Agreement, a Force Majeure Event shall be a failure or delay of performance beyond the reasonable control of the DISTRICT, including but not limited to acts of God, war, terrorism, strikes or labor disputes, embargoes, government orders other than itself, or any other similar type of event. If the DISTRICT modifies the Agreement pursuant to this paragraph, CITY may choose to either continue with the Agreement as modified or terminate the Agreement immediately.

6. **Indemnification.** Within the limits of the Oregon Tort Claims Act, the DISTRICT will hold harmless CITY, its officers, representatives, agents and employees, and will defend and indemnify them for any claims or damages to property or injury to persons, or for any penalties or fines resulting in whole or part from DISTRICT's negligence in performing any obligation under this Agreement. Within the limits of the Oregon Tort Claim Act, the CITY will hold harmless DISTRICT, its officers, representatives, agents and employees, and will defend and indemnify them for any claims or damages to property or injury to persons, or for any penalties or fines resulting in whole or part from CITY's negligence in performing any obligation under this Agreement.

7. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.

8. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the parties.

9. **Integration.** This Agreement contains the entire agreement between the DISTRICT and the CITY and supersedes all prior written or oral discussions or agreements.
10. **Amendments.** The DISTRICT and the CITY may amend this Agreement at any time only by written amendment executed by the DISTRICT and the CITY.
11. **Funds Available and Authorized.** Both parties certify that at the time the Agreement is written that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within either party's current appropriation and limitation. Both parties understand and agree that payment of amounts under this Agreement attributable to work performed after the end of the current fiscal year is contingent on either party receiving appropriations, limitations, or other expenditure authority.
12. **Waiver.** The DISTRICT and the CITY shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.

*[Signature Page Follows]*

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

**CITY OF HAPPY VALLEY:**

  
\_\_\_\_\_  
Jason Tuck, City Manager

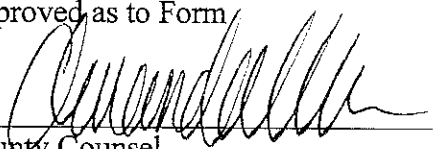
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Date 7/8/2015

**CLACKAMAS COUNTY BOARD OF  
COUNTY COMMISSIONERS Acting as  
Governing Body of the Clackamas County  
Service District No. 1 by:**

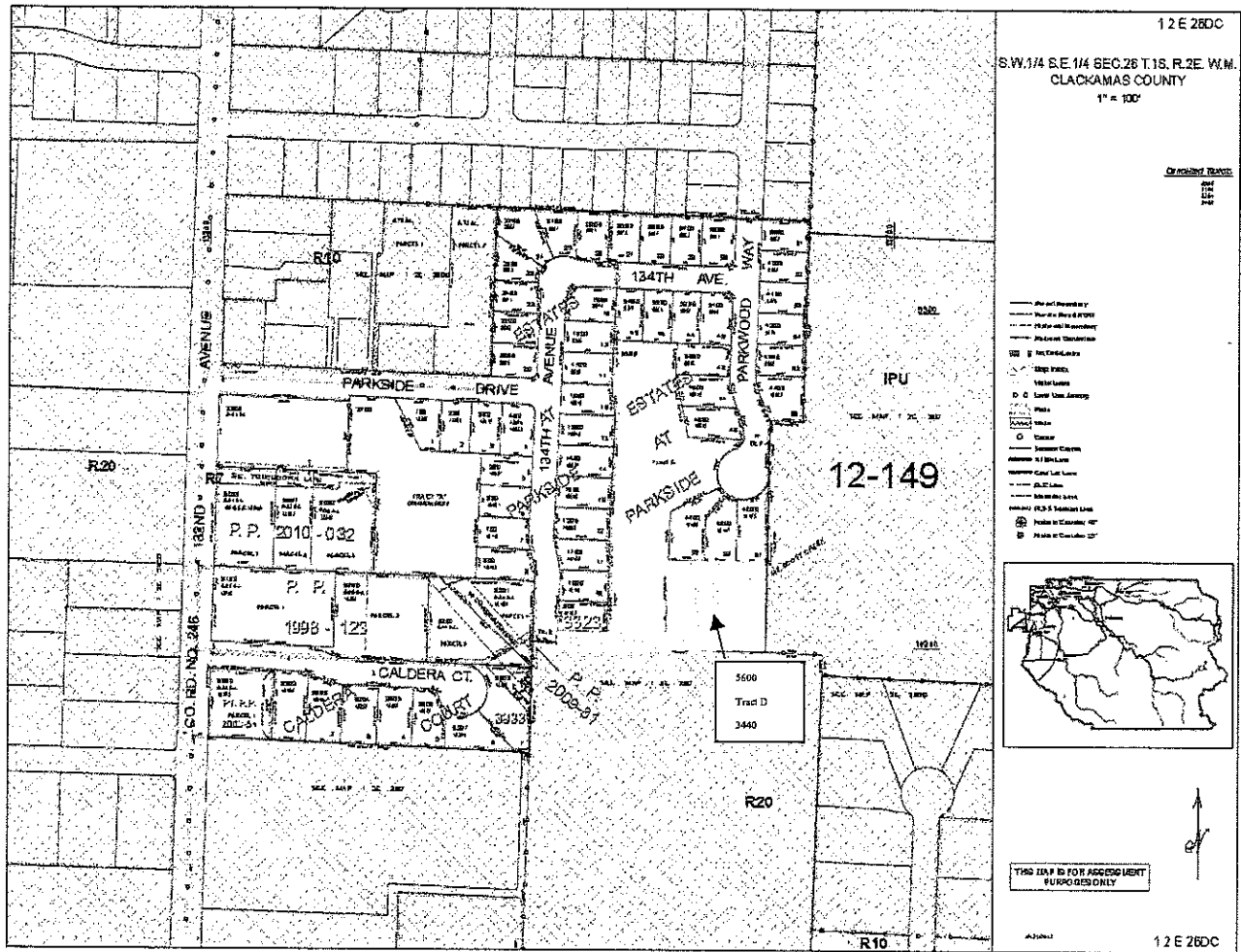
\_\_\_\_\_  
Chair

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Date

Approved as to Form  
  
\_\_\_\_\_  
County Counsel





COUNTY DEED

STATE OF OREGON )  
 County of Clackamas ) ss.

THIS INDENTURE, made this 11th day of June, 1969, between  
 CLACKAMAS COUNTY, a body politic and corporate of the State of Oregon, party of  
 the first part, and THE CITY OF HAPPY VALLEY, a municipal corporation, party of  
 the second part,

WITNESSETH:

WHEREAS, title to the following described real property, situated in the  
 County of Clackamas, State of Oregon, to-wit:

Southerly Part:

Part of Section 26, T. 1 S., R. 2 E., W.M. in the County of Clackamas, State  
 of Oregon, more particularly described as follows:  
 Beginning at a point in King Road 100 rods East of the southwest corner of  
 the southeast one-quarter of said Section 26; said point being the southeast  
 corner of that tract of land conveyed to Robert S. Francis, et ux, by deed  
 recorded in Clackamas County Deed Book 323, page 626; thence North along  
 the east line of said Francis Tract 30.0 feet to a point in the north line  
 of King Road; thence continuing North along the said east line 805.0 feet  
 to a point and the true point of beginning of the tract to be described  
 herein thence continuing North along said east line of the Francis Tract  
 852.90 feet to a point; thence West 476.5 feet to the west line of the  
 said Francis tract; thence South along the west line of said Francis Tract  
 367.90 feet thence West 66.0 feet; thence South 445.5 feet to an angle  
 point on the west line of the said Francis Tract; thence East 114.5 feet  
 to a point; thence South 39.5 feet to a point; thence East 430.0 feet to  
 the true point of beginning; TOGETHER with an easement for purposes of  
 ingress and egress in and to the westerly fifty feet of the following  
 described real property.

Part of Section 26, T. 1 S., R. 2 E., W.M. in the County of Clackamas and  
 State of Oregon, more particularly described as follows:  
 Beginning at a point in King Road which is 100 rods east of the southwest  
 corner of the southeast one-quarter of said Section 26, said point being  
 the southeast corner of that tract of land conveyed to Robert S. Francis,  
 et ux, by deed recorded in Clackamas County Deed Records, Book 323, page  
 626; thence North along the east line of said Francis Tract 1687.90 feet  
 to the true point of beginning; thence continuing north 952.10 feet along  
 said east line of said Francis Tract to the northeast corner thereof; thence  
 West 29 rods; thence South 952.10 feet; thence East 29 rods to the true  
 place of beginning.

Northerly Part:

Part of Section 26, T. 1 S., R. 2 E., W.M. in Clackamas County, Oregon, more  
 particularly described as follows:  
 Beginning at a point in King Road which is 100 rods East of the southwest  
 corner of the southeast one-quarter of said Section 26, said point being  
 the southeast corner of that tract of land conveyed to Robert S. Francis,  
 et ux, by deed recorded in Clackamas County Deed Records, Book 323, page 626;  
 thence North along the east line of said Francis Tract, 1687.90 feet to the

true point of beginning; thence continuing North 952.10 feet along said east line of said Francis tract to the northeast corner thereof; thence West 29 rods; thence South 952.10 feet; thence East 29 rods to the true point of beginning.

is held by Clackamas County and is needed for public use, and

WHEREAS, the Board of County Commissioners of Clackamas County has deemed it for the best interest of said county to relinquish the title to said property to the City of Happy Valley, pursuant to Section 271.330, ORS.

NOW, THEREFORE, Clackamas County, party of the first part, without consideration, and by virtue of the statutes of the State of Oregon in such cases made and provided, hereby does grant, bargain sell and convey unto the City of Happy Valley, a municipal corporation, its successors and assigns forever, the real property hereinabove described, for the use by the City of Happy Valley for public park purposes, provided that said property is used for a public park. When said property is no longer so used the grantor and its heirs shall have the right to re-enter said property and all right of grantee, its successors and assigns, shall thereupon terminate.

69 - 23346

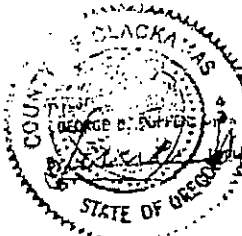
IN WITNESS WHEREOF, said party of the first part has caused this indenture to be executed in its corporate name by its Board of County Commissioners on the 27th day of October, 1969.

CLACKAMAS COUNTY, OREGON

By Fred Stefani  
Chairman

By Thomas D. [Signature]  
Commissioner

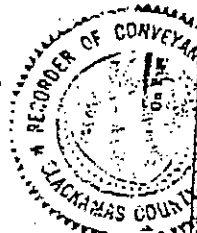
By [Signature]  
Commissioner



STATE OF OREGON,  
County of Clackamas.

I, George D. Pappas, County Clerk, Ex-Officio Recorder of Conveyances and Ex-Officio Clerk of the Circuit Court of the State of Oregon, for the County of Clackamas, do hereby certify that the within instrument of writing was received for and recorded in the records of

1969 NOV 6 AM 10  
CLACKAMAS COUNTY

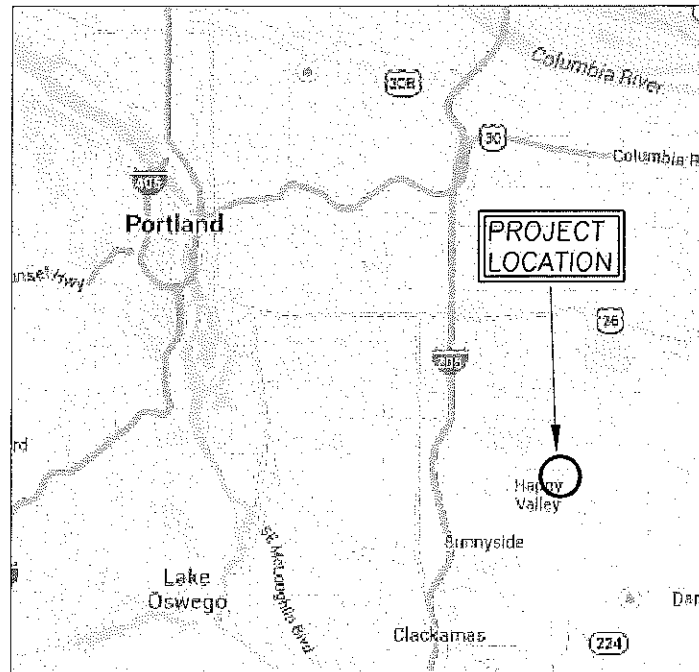


Witness my hand and seal of office this 6th day of November, 1969.  
Betty [Signature]  
County Clerk  
Recording Certificate

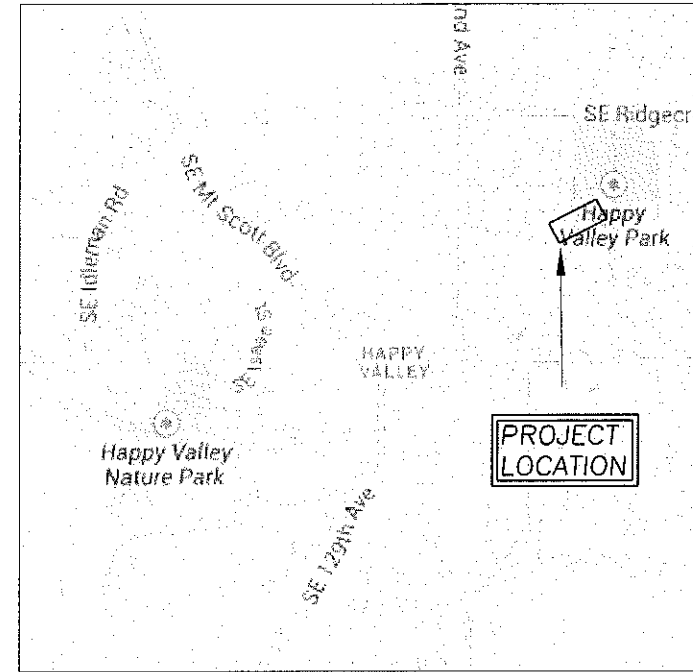
Exhibit B-Project plans and specifications



# HAPPY VALLEY PARK STREAM STABILIZATION PROJECT 100% DESIGN SUBMITTAL



**REGIONAL MAP**  
N.T.S. (GOOGLE)



**VICINITY MAP**  
N.T.S. (GOOGLE)

**SHEET INDEX**

SHEET NUMBER	PAGE	SHEET TITLE
C1	1	COVER SHEET
C2	2	OVERVIEW AND ACCESS PLAN
C3	3	REPLACEMENT BRIDGE PLAN AND CREEK PROFILE
C4	4	REPLACEMENT BRIDGE PROFILE AND DETAILS
C5	5	UPPER RIFFLE PLAN AND PROFILE
C6	6	LOWER RIFFLE PLAN AND PROFILE
C7	7	RIFFLE SECTIONS
C8	8	LOG PLACEMENT PLAN
C9	9	REVEGETATION PLAN
C10	10	DETAILS
C11	11	NOTES

**GENERAL NOTES**

- SITE CONSTRUCTION SHALL BE LIMITED TO:  
7:00AM TO 6:00PM ON WEEKDAYS, AND  
8:00AM TO 5:00PM ON SATURDAYS AND SUNDAYS.  
  
HOWEVER, SITE CLEARING, EARTH MOVING, INSTALLATION OR CONSTRUCTION OF UNDERGROUND UTILITIES, PAVING OR STREETS AND SIDEWALKS, FOUNDATION FRAMING AND POURING, AND STRUCTURAL FRAMING SHALL BE ENTIRELY PROHIBITED ON SUNDAYS.
- TOPOGRAPHIC MAPPING WAS PERFORMED BY:  
WATERWAYS CONSULTING, INC.  
SURVEY DATE: JANUARY 15, 2014
- ELEVATION DATUM: AN ASSUMED ELEVATION OF 200.00' WAS ESTABLISHED AT SURVEY CONTROL POINT #1 (1/2"X24", IRON ROD) SHOWN ON SHT. C2.
- BASIS OF BEARINGS: BASIS OF BEARINGS BETWEEN POINTS #1 AND #2 IS N82°22'53.35"E, AS SHOWN ON SHT. C2.
- AERIAL PHOTO SOURCE: CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES; 2012 IMAGERY; OBTAINED BY WATERWAYS IN JUNE 2013.
- CONTOUR INTERVAL IS ONE FOOT. ELEVATIONS AND DISTANCES SHOWN ARE IN DECIMAL FEET.
- THIS IS NOT A BOUNDARY SURVEY. PROPERTY LINES ARE NOT SHOWN HEREON.
- ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE CURRENT EDITION OF THE OREGON DEPARTMENT OF TRANSPORTATION (ODOT) STANDARD SPECIFICATIONS (HEREAFTER REFERRED TO AS "STANDARD SPECIFICATIONS").

**ABBREVIATIONS**

AC	ASPHALT CONCRETE
AVE	AVERAGE
CC	CONCRETE
CY	CUBIC YARDS
DIA	DIAMETER
E	EXISTING
E.G.	EXISTING GROUND
ELEV.	ELEVATION
ESA	ENVIRONMENTALLY SENSITIVE AREAS
ESM	ENGINEERED STREAMBED MATERIAL
DI	DUCTILE IRON
FG	FINISHED GRADE
FT	FEET
INV	INVERT
N	NEW
N.T.S.	NOT TO SCALE
O.C.	ON CENTER
O.H.W.	ORDINARY HIGH WATER
PEX	CROSS-LINKED POLYETHYLENE PIPE
R.C.	RELATIVE COMPACTION
RCP	REINFORCED CONCRETE PIPE
RSP	ROCK SLOPE PROTECTION
SD	STORM DRAIN
SS	SANITARY SEWER
SPK	SPIKE
SQ.FT.	SQUARE FOOT
T	TREE
T.B.D.	TO BE DETERMINED
TYP	TYPICAL
UNK	UNKNOWN
WSE	WATER SURFACE ELEVATION
YR	YEAR

**PROJECT DESCRIPTION**

THESE DRAWINGS PROVIDE 100% DESIGN LEVEL DETAILS FOR THE REPLACEMENT OF A CULVERT CROSSING WITH A BRIDGE AND STABILIZATION OF MT. SCOTT CREEK WITHIN HAPPY VALLEY PARK IN HAPPY VALLEY, OREGON. THE PROJECT EXTENTS ARE WITHIN PROPERTY CURRENTLY OWNED BY THE CITY OF HAPPY VALLEY.

WORK SHALL CONSIST OF TWO CONSTRUCTED RIFFLES, ADDITION OF LARGE WOODY DEBRIS AND REMOVAL OF AN EXISTING CULVERT WHICH WILL BE REPLACED BY A PEDESTRIAN/MAINTENANCE VEHICLE BRIDGE.

**SECTION AND DETAIL CONVENTION**

SECTION OR DETAIL IDENTIFICATION  
(NUMBER OR LETTER)



REFERENCE SHEET FROM WHICH  
DETAIL OR SECTION IS TAKEN.

REFERENCE SHEET ON WHICH  
SECTION OR DETAIL IS SHOWN.

**WATERWAYS CONSULTING INC.**  
1020 SIV TAYLOR STREET, STE. 380  
POSTLAND, OR 97205  
PH: (503) 227-6979 // FAX: (503) 227-6847  
WWW.WATWAYS.COM

DATE: 5/21/15  
PROFESSIONAL SEAL: J. H. J. B. (Professional Engineer)  
JANICE M. BELL  
EXPIRES: 6/30/2015

PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY  
WATER ENVIRONMENT  
SERVICES**

**COVER SHEET**

**HAPPY VALLEY PARK  
STREAM STABILIZATION  
PROJECT  
100% DESIGN SUBMITTAL**

DESIGNED BY: J.H./J.B.  
DRAWN BY: J.H./J.B.  
CHECKED BY: M.W.W.  
DATE: 5/21/15  
JOB NO.: 13-019B

BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS  
0" = 1"

C1 1 OF 11

**LEGEND**

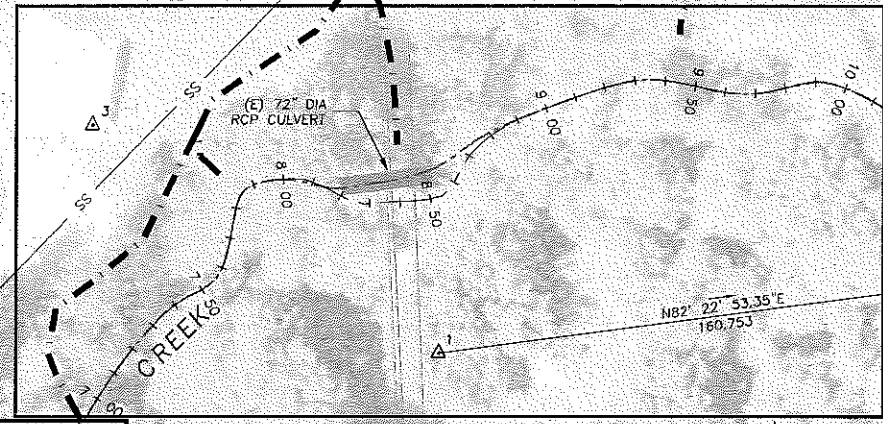
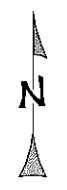
- EXISTING FLOW LINE
- - - TAX LOT BOUNDARIES (APPROX.)
- - - WATER PIPE ALIGNMENT (APPROX.)
- SD- STORM SEWER PIPE ALIGNMENT (APPROX.)
- SS- SANITARY SEWER PIPE ALIGNMENT (APPROX.)
- - - TEMPORARY ACCESS ROUTE
- ⊙ STORM SEWER MANHOLE
- △<sup>2</sup> SURVEY CONTROL POINT

SEE SIGN

SE PARKWOOD WAY

PARKING LOT/STAGING AREA  
(ACCESS FROM SE RIDGECREST ROAD)

CONSTRUCTION HOURS NOTICE SIGN



SEE SHEET C3-C4  
FOR REPLACEMENT BRIDGE  
PLAN AND PROFILE

SEE SHEET C5  
FOR UPPER RIFFLE  
PLAN AND PROFILE

**CONTROL POINTS**

POINT	NORTHING	EASTING	ELEV.	DESC.
1	656565.09	7683118.16	200.00	REBAR
2	656566.40	7683277.49	202.46	REBAR
3	656639.79	7831004.78	203.41	"x" IN CC
4	656524.50	7682913.18	194.92	REBAR
5	656406.77	7682854.92	192.57	REBAR
6	656266.07	7682709.30	194.65	REBAR

**ACCESS AND STAGING AREA NOTES:**

1. INSTALL CONSTRUCTION HOURS NOTICE SIGN AT SITE ACCESS POINTS FOR COMMERCIAL DEVELOPMENT PER DETAIL 3 ON SHEET C10 PRIOR TO STARTING CONSTRUCTION.
3. PRIOR TO STARTING WORK ON THE PROJECT, SUBMIT A PLAN OF PROPOSED STAGING AND STOCKPILE AREAS FOR ACCEPTANCE BY THE OWNER'S REPRESENTATIVE.
4. PRIOR TO STARTING WORK ON THE PROJECT, SUBMIT FOR ACCEPTANCE BY THE ENGINEER A HAZARDOUS MATERIALS CONTROLS AND SPILL PREVENTION PLAN. THE PLAN SHALL INCLUDE PROVISIONS FOR PREVENTING HAZARDOUS MATERIALS FROM CONTAMINATING SOIL OR ENTERING WATER COURSES, AND SHALL ESTABLISH A SPILL PREVENTION AND COUNTERMEASURE PLAN.
5. UTILIZE ONLY THE APPROVED ACCESS POINTS AND ROADS, AS SHOWN ON THE DRAWINGS.
6. MATERIALS SHALL BE STOCKPILED WITHIN AN EXISTING FLAT AND PREVIOUSLY DISTURBED AREA TO BE APPROVED BY THE OWNER'S REPRESENTATIVE.
7. THE DOWNSLOPE PERIMETER OF STAGING AND STOCKPILE AREAS SHALL BE CONTAINED WITH FIBER ROLLS.
8. ALL EQUIPMENT AND MATERIALS SHALL BE STORED, MAINTAINED AND REFUELED IN A DESIGNATED PORTION OF THE STAGING AREA. A MINIMUM OF 50 FEET AWAY FROM THE EDGE OF THE STREAM.
9. APPROVED ACCESS ROUTE SHALL BE RESTORED TO PRE-CONSTRUCTION CONDITIONS AT CONCLUSION OF WORK, UNLESS STATED OTHERWISE IN THE DRAWINGS, TO THE SATISFACTION OF THE OWNER.

**WATERWAYS CONSULTING INC.**  
 1020 SW TAYLOR STREET, STE. 360  
 PORTLAND, OR 97205  
 PH: (503) 227-9579 / FAX: (888) 819-8847  
 WWW.WATERWAYS.COM

DATE: 5/21/15  
 OREGON STATE BOARD OF PROFESSIONAL ENGINEERS  
 JAVIERE M. BELL  
 EXPIRES: 6/30/2015

PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES**

OVERVIEW AND ACCESS PLAN

HAPPY VALLEY PARK  
 STREAM STABILIZATION PROJECT  
 100% DESIGN SUBMITTAL

DESIGNED BY: J.H./J.B.  
 DRAWN BY: J.H./J.B.  
 CHECKED BY: M.W.W.  
 DATE: 5/21/15  
 JOB NO.: 13-0198

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES FOR REDUCED PLOTS  
 0 1"

**OVERVIEW AND ACCESS PLAN**  
 SCALE: 1" = 30'

SE 134TH AVE

UNIMPROVED CITY OWNED ACCESS ROAD

CONSTRUCTION HOURS NOTICE SIGN

SEE SHEET C6  
FOR LOWER RIFFLE  
PLAN AND PROFILE

(E) 18" PVC STORM SEWER OUTFALL

(E) HEADCUT

(E) WOODEN FOOTBRIDGE

TAXLOT: 12E26DC 05600

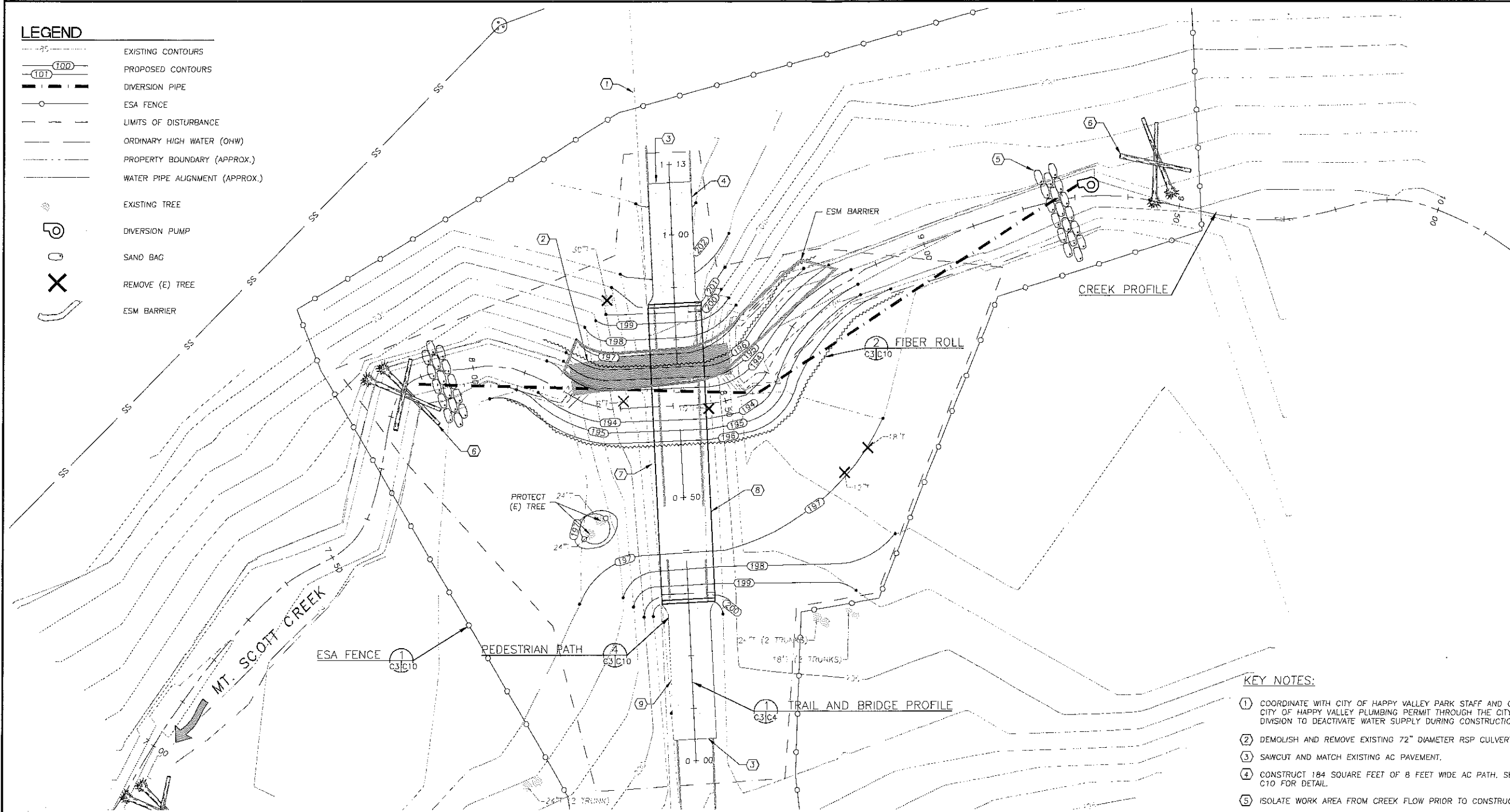
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 TAXLOT: 12E26D 02500

MT & SCOTT

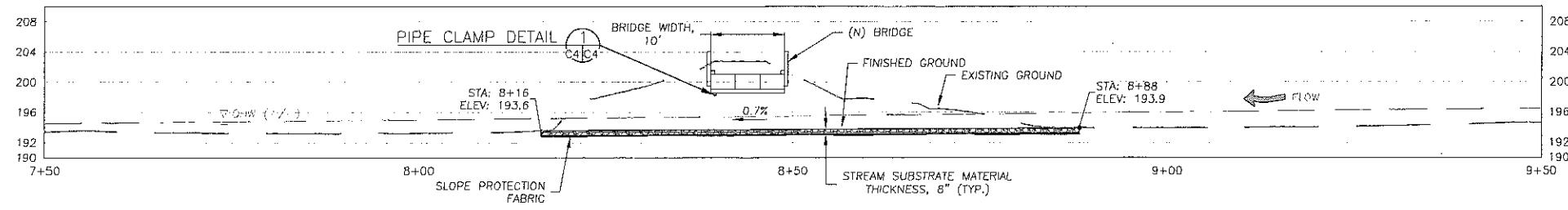
(E) PATH

**LEGEND**

- EXISTING CONTOURS
- PROPOSED CONTOURS
- DIVERSION PIPE
- ESA FENCE
- LIMITS OF DISTURBANCE
- ORDINARY HIGH WATER (OHW)
- PROPERTY BOUNDARY (APPROX.)
- WATER PIPE ALIGNMENT (APPROX.)
- EXISTING TREE
- DIVERSION PUMP
- SAND BAG
- REMOVE (E) TREE
- ESM BARRIER



**REPLACEMENT BRIDGE PLAN**  
SCALE: 1" = 10'



**CREEK PROFILE AT THE BRIDGE REPLACEMENT**  
SCALE: 1" = 10'

**KEY NOTES:**

1. COORDINATE WITH CITY OF HAPPY VALLEY PARK STAFF AND OBTAIN A CITY OF HAPPY VALLEY PLUMBING PERMIT THROUGH THE CITY BUILDING DIVISION TO DEACTIVATE WATER SUPPLY DURING CONSTRUCTION.
2. DEMOLISH AND REMOVE EXISTING 72" DIAMETER RSP CULVERT.
3. SAWCUT AND MATCH EXISTING AC PAVEMENT.
4. CONSTRUCT 184 SQUARE FEET OF 8 FEET WIDE AC PATH. SEE SHEET C10 FOR DETAIL.
5. ISOLATE WORK AREA FROM CREEK FLOW PRIOR TO CONSTRUCTION.
6. SEE SHEET C8 FOR LOG PLACEMENT NOTES.
7. CONSTRUCT 100 LINEAR FEET OF WATER SUPPLY PIPE PER SHEET C4.
8. NEW BRIDGE DRAWINGS BY OTHERS.
9. CONSTRUCT 208 SQUARE FEET OF 8 FEET WIDE AC PATH, SEE SHEET C10 FOR DETAIL.

**NOTES:**

1. CONTRACTOR TO PROVIDE ENGINEERING DESIGN DRAWINGS STAMPED BY A LICENSED ENGINEER IN THE STATE OF OREGON FOR THE PREFABRICATED TIMBER BRIDGE AND FOOTINGS.
2. INSTALL WEIGHT LIMIT SIGNS ON EACH SIDE OF THE BRIDGE PER THE ENGINEERING DESIGN DRAWINGS FOR THE PREFABRICATED TIMBER BRIDGE.
3. INSTALL ESA FENCING AROUND TREES TO BE PROTECTED PRIOR TO GRADING. GRADING AROUND TREES LOCATED WITHIN THE LIMITS OF DISTURBANCE SHALL BE AT THE DIRECTION OF THE ENGINEER.
4. SALVAGE REMOVED TREES AND PLACE IN FLOODPLAIN AT THE DIRECTION OF THE OWNER'S REPRESENTATIVE.
5. PROTECT EXISTING TREES THAT ARE NOT SPECIFICALLY CALLED OUT FOR REMOVAL WITH ESA FENCING TO ENCLOSE THE ENTIRE AREA UNDER THE CANOPY DRIFLINE OF THE TREE. IF ESA FENCING IS NOT FEASIBLE DUE TO SPACE CONSTRAINTS, PLACE A 4 INCH THICK LAYER OF WOOD CHIP MULCH UNDER THE CANOPY DRIFLINE OF THE TREE PER DIRECTION OF THE OWNER'S REPRESENTATIVE.

**WATERWAYS CONSULTING INC.**  
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WWW.WATERWAYS.COM

DATE: 5/21/15

PROFESSIONAL ENGINEER  
JANICE M. BELL  
EXPIRES: 6/30/2015

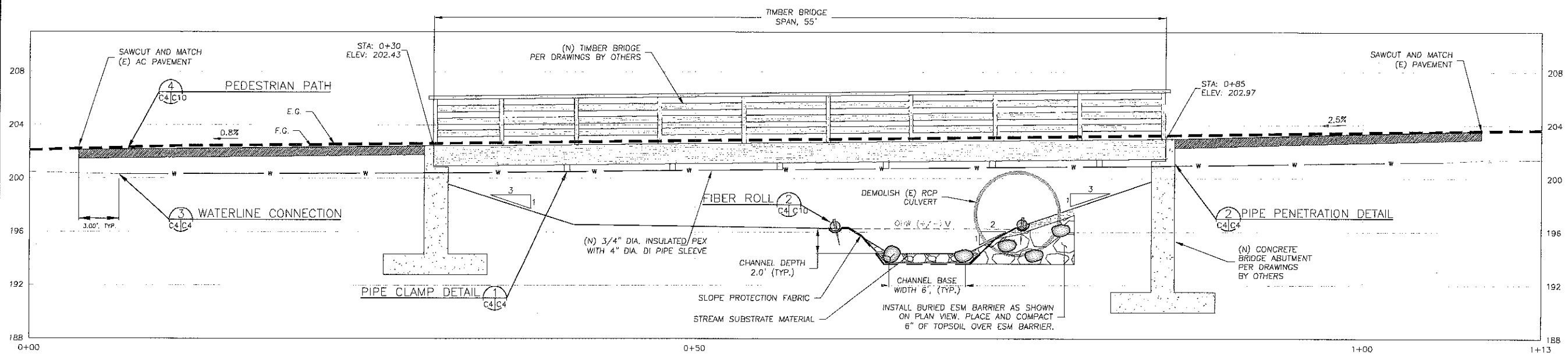
PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES**

**REPLACEMENT BRIDGE PLAN AND CREEK PROFILE**

**HAPPY VALLEY PARK STREAM STABILIZATION PROJECT**  
100% DESIGN SUBMITTAL

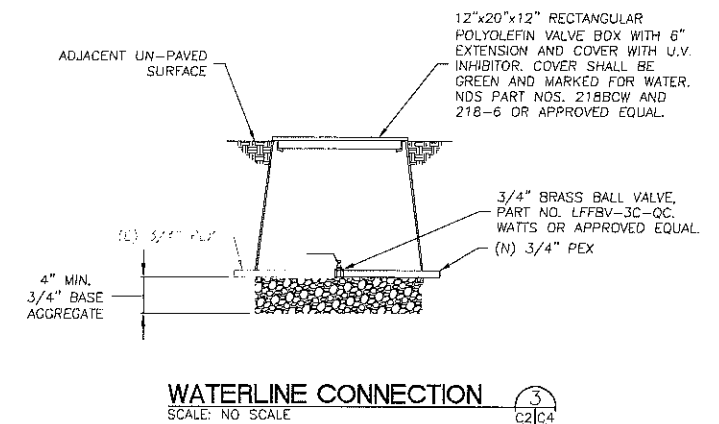
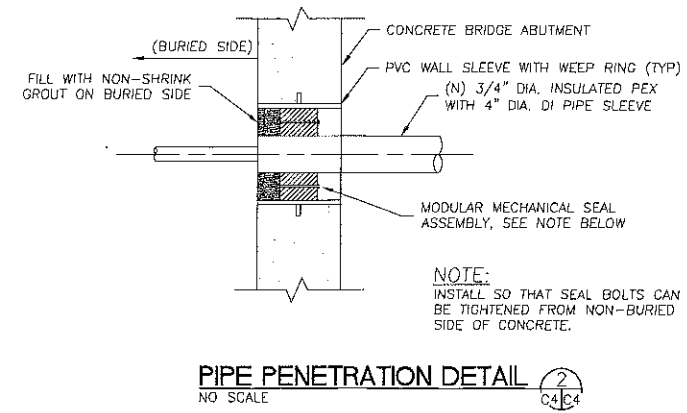
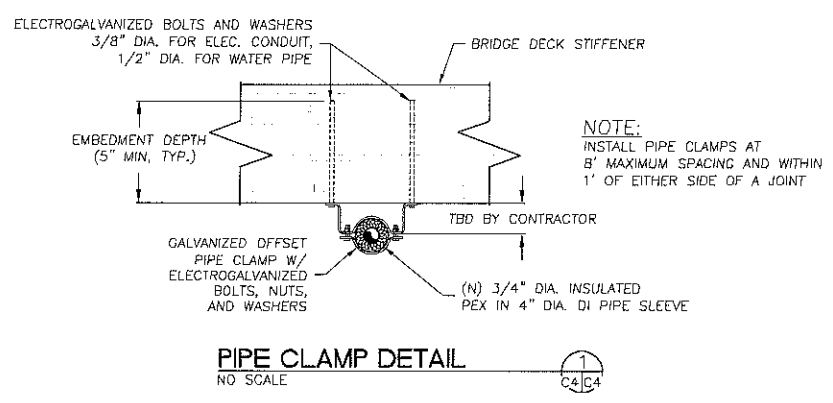
DESIGNED BY: J.H./J.B.  
DRAWN BY: J.H./J.B.  
CHECKED BY: M.W.W.  
DATE: 5/21/15  
JOB NO.: 13-019B

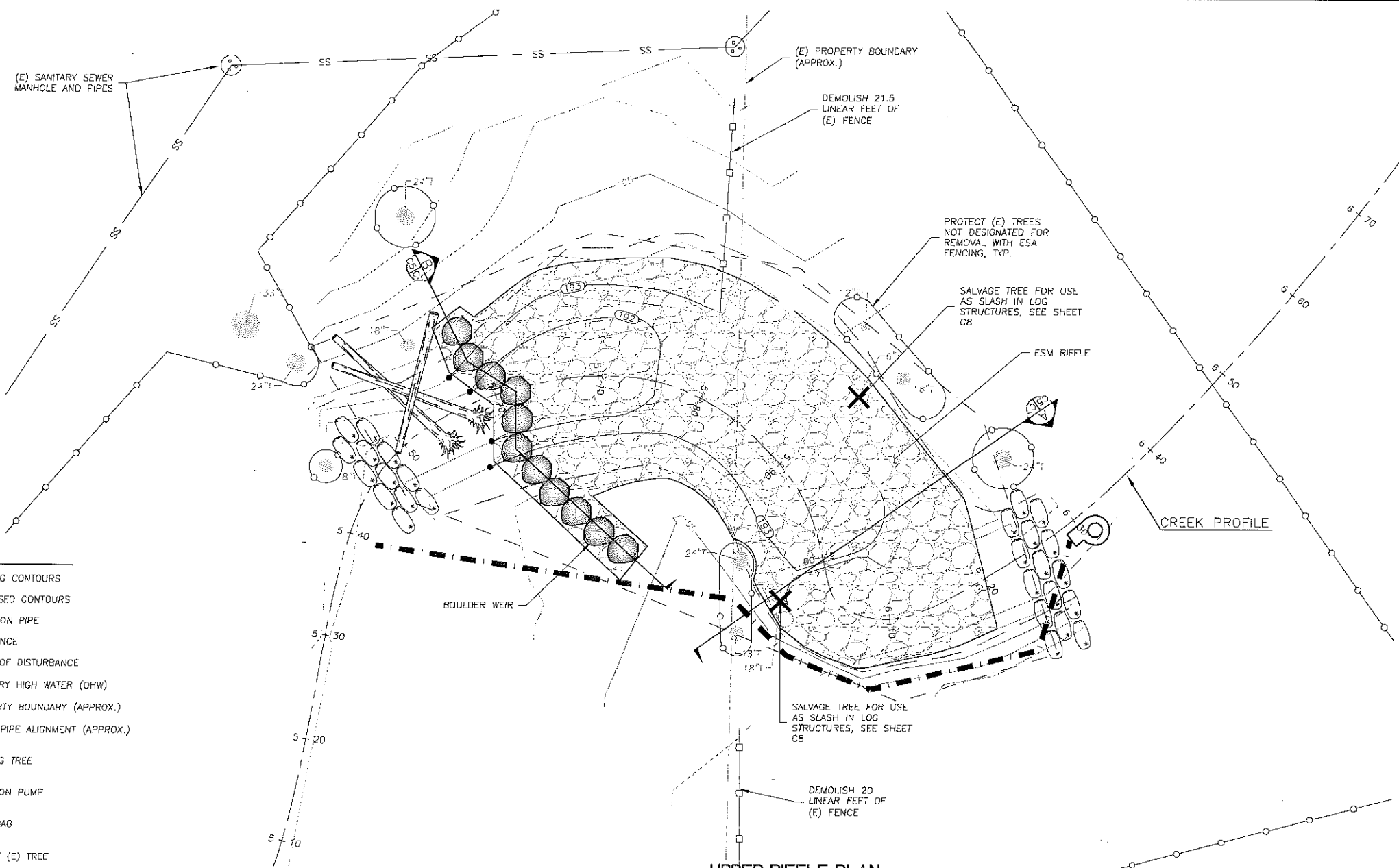
BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS



**TRAIL AND BRIDGE PROFILE**  
 SCALE: 1" = 4'

- NOTE:**
- CONTRACTOR TO PROVIDE ENGINEERING DESIGN DRAWINGS STAMPED BY A LICENSED ENGINEER IN THE STATE OF OREGON FOR THE PREFABRICATED TIMBER BRIDGE, BRIDGE ABUTMENTS AND FOOTINGS.
  - INSTALL WATER LINE CONNECTIONS AT EITHER END OF THE BRIDGE AT LOCATIONS VERIFIED BY THE OWNER'S REPRESENTATIVE.

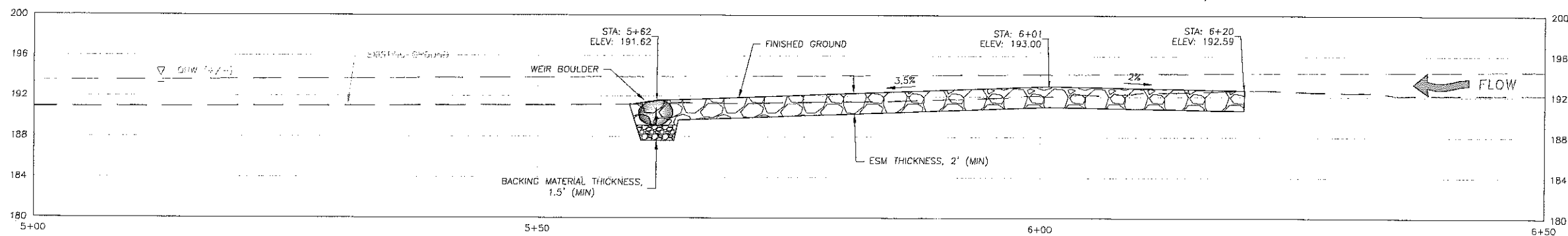




- LEGEND**
- 5'--- EXISTING CONTOURS
  - 100'--- PROPOSED CONTOURS
  - (100)--- DIVERSION PIPE
  - ESA FENCE
  - --- LIMITS OF DISTURBANCE
  - --- ORDINARY HIGH WATER (OHW)
  - --- PROPERTY BOUNDARY (APPROX.)
  - --- WATER PIPE ALIGNMENT (APPROX.)
  - ○ --- EXISTING TREE
  - ○ --- DIVERSION PUMP
  - ○ --- SAND BAG
  - X --- REMOVE (E) TREE
  - --- ESM BARRIER

**UPPER RIFFLE PLAN**  
SCALE: 1" = 6'

**NOTES:**  
1. PROTECT EXISTING TREES THAT ARE NOT SPECIFICALLY CALLED OUT FOR REMOVAL WITH ESA FENCING TO ENCLOSE THE ENTIRE AREA UNDER THE CANOPY DROPLINE OF THE TREE. IF ESA FENCING IS NOT FEASIBLE DUE TO SPACE CONSTRAINTS, PLACE A 4 INCH THICK LAYER OF WOOD CHIP MULCH UNDER THE CANOPY DROPLINE OF THE TREE PER DIRECTION OF THE OWNER'S REPRESENTATIVE.



**CREEK PROFILE AT UPPER RIFFLE**  
SCALE: 1" = 6'



**WATERWAYS CONSULTING INC.**  
1020 SW TAYLOR STREET, STE. 380  
PORTLAND, OR 97205  
PH: (503) 227-8877  
WWW.WATERWAYS.COM

DATE: 5/21/15  
PREPARED BY: JAVICE M. BELL  
PROFESSIONAL ENGINEER  
EXPIRES: 6/30/2015

PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES**

**UPPER RIFFLE PLAN AND PROFILE**

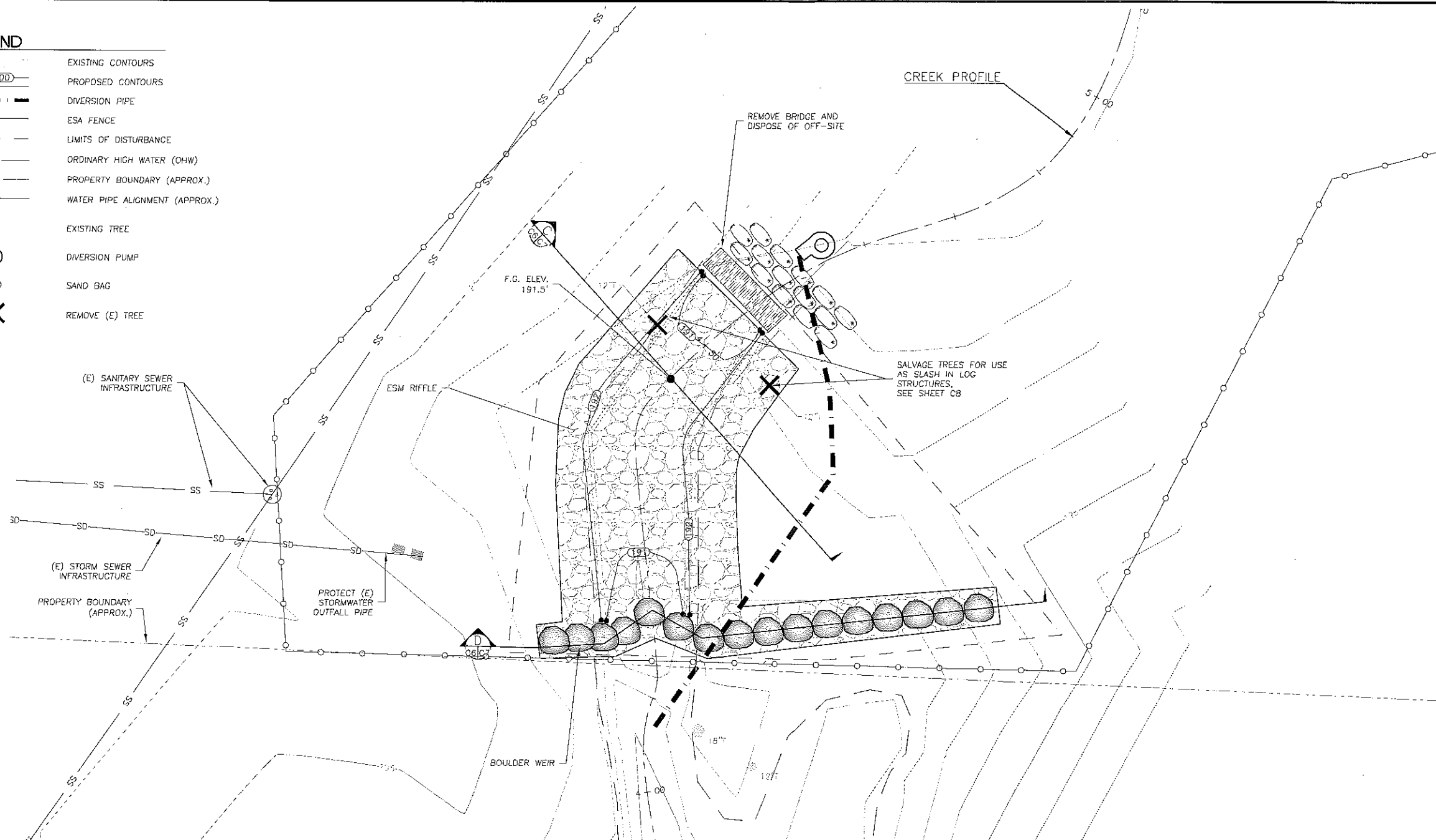
**HAPPY VALLEY PARK STREAM STABILIZATION PROJECT**  
100% DESIGN SUBMITTAL

DESIGNED BY: J.H./J.B.  
DRAWN BY: J.H./J.B.  
CHECKED BY: M.W.W.  
DATE: 5/21/15  
JOB NO.: 13-0198

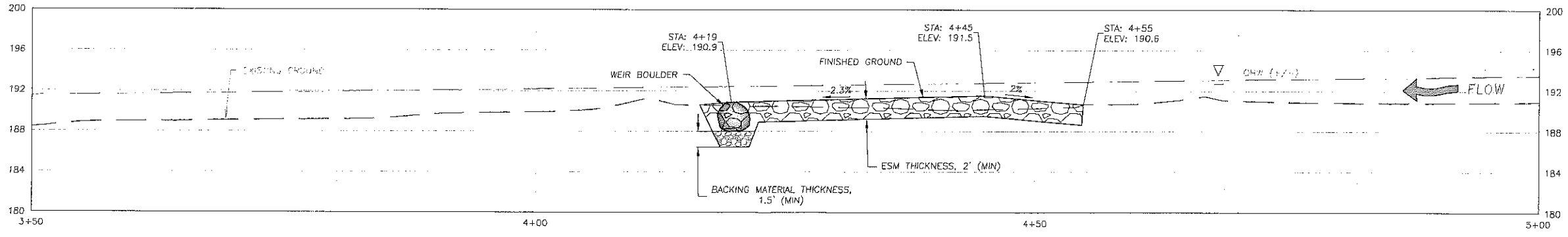
BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS

**LEGEND**

- EXISTING CONTOURS
- PROPOSED CONTOURS
- DIVERSION PIPE
- ESA FENCE
- LIMITS OF DISTURBANCE
- ORDINARY HIGH WATER (OHW)
- PROPERTY BOUNDARY (APPROX.)
- WATER PIPE ALIGNMENT (APPROX.)
- EXISTING TREE
- DIVERSION PUMP
- SAND BAG
- REMOVE (E) TREE



**LOWER RIFFLE PLAN**  
SCALE: 1" = 6'



**CREEK PROFILE AT LOWER RIFFLE**  
SCALE: 1" = 6'



**WATERWAYS CONSULTING INC.**  
1020 SW TAYLOR STREET, STE. 380  
PORTLAND, OR 97205  
PH: (503) 227-8979 / FAX: (866) 819-6947  
WWW.WATWAYS.COM

DATE: 5/21/15  
  
 JANICE M. BELL  
 REGISTERED PROFESSIONAL ENGINEER  
 OREGON  
 LICENSE NO. 13-0198  
 EXPIRES: 5/20/2015

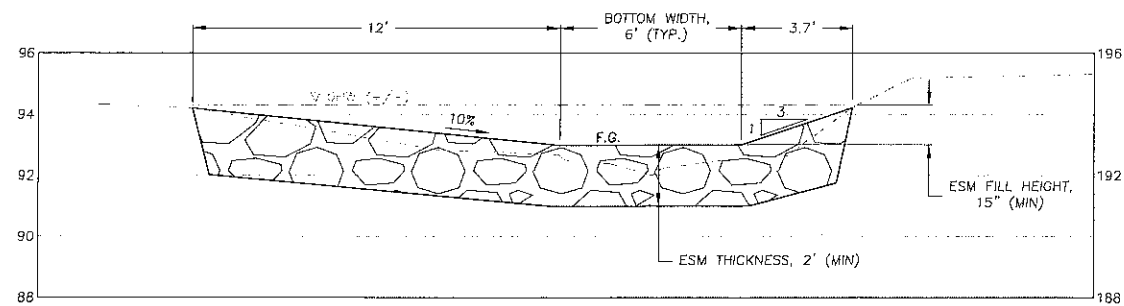
PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES**

**LOWER RIFFLE PLAN AND PROFILE**

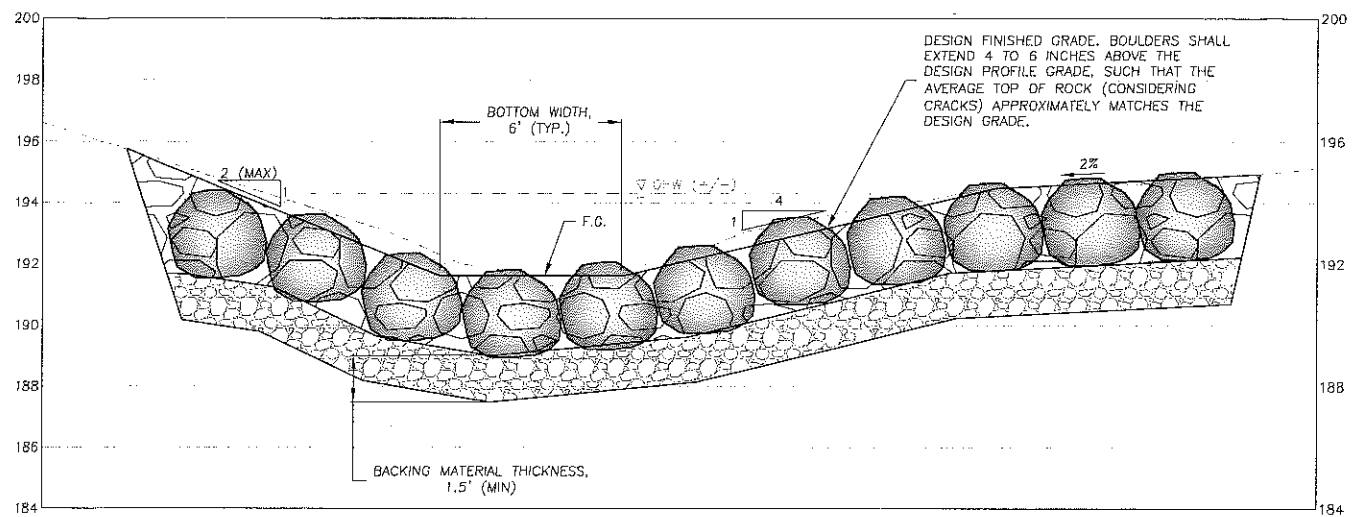
**HAPPY VALLEY PARK STREAM STABILIZATION PROJECT**  
 100% DESIGN SUBMITTAL

DESIGNED BY: J.H./J.B.  
 DRAWN BY: J.H./J.B.  
 CHECKED BY: M.W.W.  
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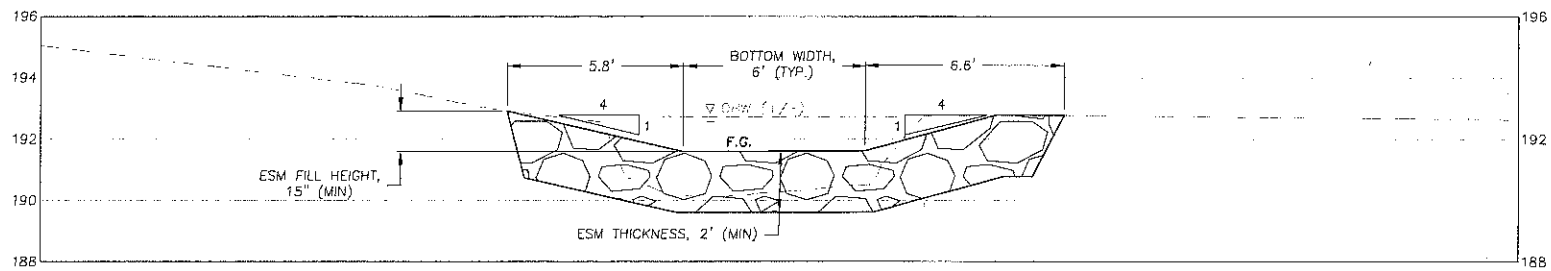
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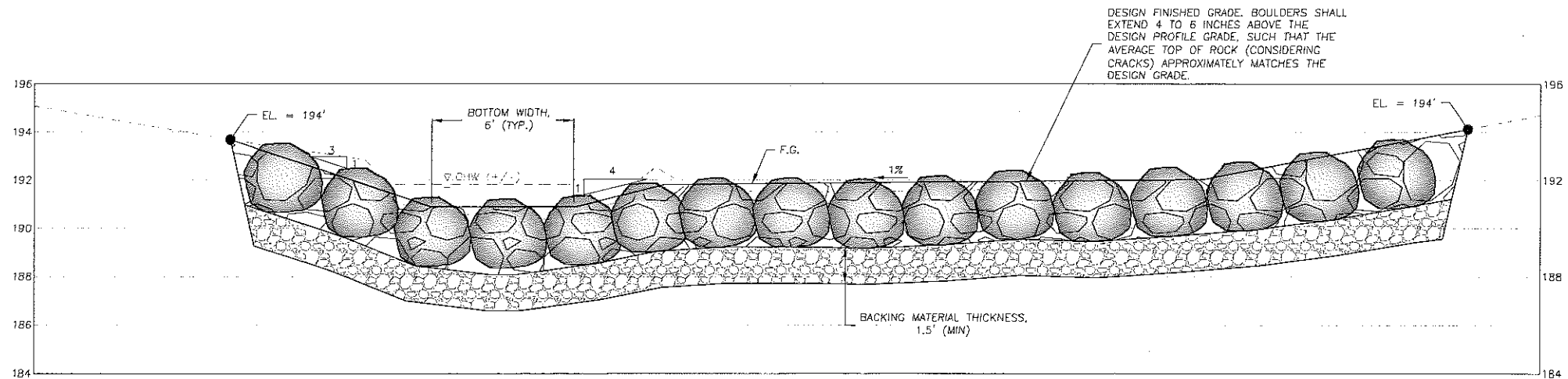
UPPER RIFFLE ESM SECTION A  
SCALE: 1" = 3'



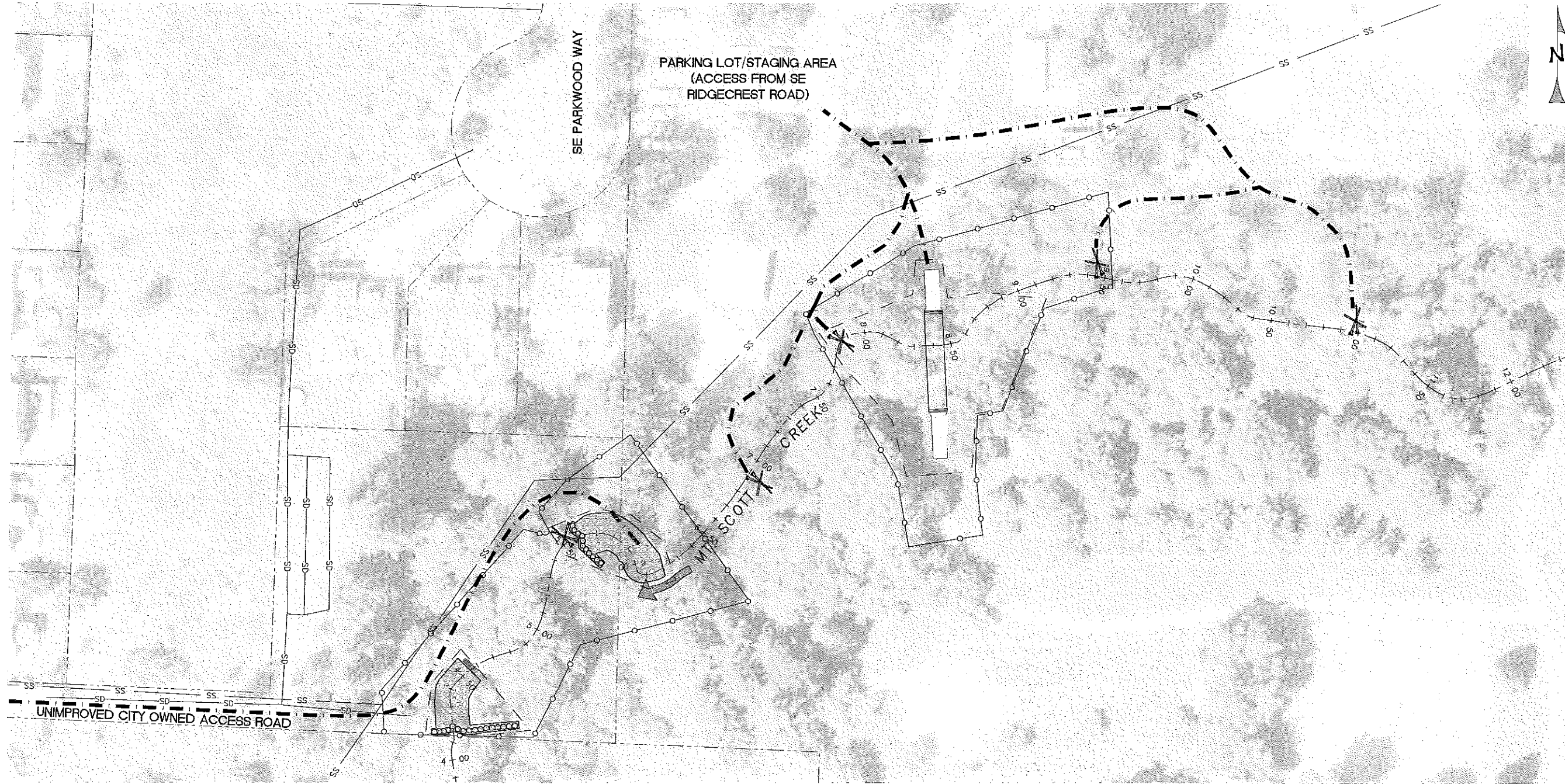
UPPER RIFFLE BOULDER WEIR SECTION B  
SCALE: 1" = 3'



LOWER RIFFLE ESM SECTION C  
SCALE: 1" = 3'



LOWER RIFFLE BOULDER WEIR SECTION D  
SCALE: 1" = 3'



**LOG PLACEMENT PLAN**  
SCALE: 1" = 30'

- LEGEND**
- TEMPORARY ACCESS ROUTE
  - LIMITS OF DISTURBANCE
  - PROPERTY BOUNDARY (APPROX.)
  - SS --- SANITARY SEWER ALIGNMENT (APPROX.)
  - X LOG PLACEMENT LOCATIONS

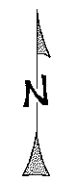
**LOG PLACEMENT NOTES**

1. **PLACEMENT LOCATIONS:** PLACE GROUPS OF THREE LOGS AT 5 LOCATIONS, AS SHOWN ON THE DRAWINGS. EACH GROUP SHALL INCLUDE 2 LOGS WITH ROOTWADS AND 1 WITHOUT ROOTWAD. ALL LOGS SHALL BE PLACED AT SURFACE LEVEL AND SHALL NOT REQUIRE GROUND DISTURBING ACTIVITIES. LOG PLACEMENT LAYOUTS ARE SHOWN CONCEPTUALLY DUE TO THE INHERENT VARIABILITY OF MATERIAL PROPERTIES. THE DESIGN REQUIRES THAT THE ENGINEER WILL OBSERVE PLACEMENT OF THE LOGS TO ENSURE THE INTENT OF THE DESIGN IS MET. OBSERVATIONS MUST INCLUDE LOG SELECTION AND PLACEMENT. ANY LOGS INSTALLED WITHOUT THE ENGINEER PRESENT ON-SITE MAY RESULT IN REJECTION OF THE WORK BY THE ENGINEER.

2. **LOGS:** ALL LOGS SHOWN ON THE DRAWINGS SHALL BE IMPORTED BY THE CONTRACTOR OR SALVAGED FROM GRADING OPERATIONS AT THE DIRECTION OF THE ENGINEER. FOR CLARITY, MOST LOGS ARE SHOWN WITHOUT BRANCHES OR ROOTWADS INTACT. IT IS PREFERABLE THAT LOGS BE SUPPLIED WITH THE MAXIMUM NUMBER OF BRANCHES AND ROOTS INTACT, TO MAXIMIZE PERFORMANCE OF THE STRUCTURES. LOG SPECIES TO BE USED INCLUDE PINE, CEDAR, DOUGLAS FIR, AND REDWOOD. MATERIALS FOR USE IN THE STRUCTURES SHALL MEET THE FOLLOWING SIZE CRITERIA:

3. **QUANTITIES:**

ITEM	DIAMETER (IN.)	LENGTH (FT.)	COUNT
LOG W/ ROOTWAD	12-24	30-35	10
LOG W/O ROOTWAD IMPORTED	12-24	25-30	5



**WATERWAYS CONSULTING INC.**  
1020 SW TAYLOR STREET, STE. 300  
PORTLAND, OR 97205  
PH: (503) 255-9597 / FAX: (503) 255-9667  
WWW.WATERWAYS.COM

DATE: 5/21/15

REGISTERED PROFESSIONAL ENGINEER  
STATE OF OREGON  
NO. 8100PE  
JANICE M. BELL  
EXPIRES: 6/30/2015

PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES**

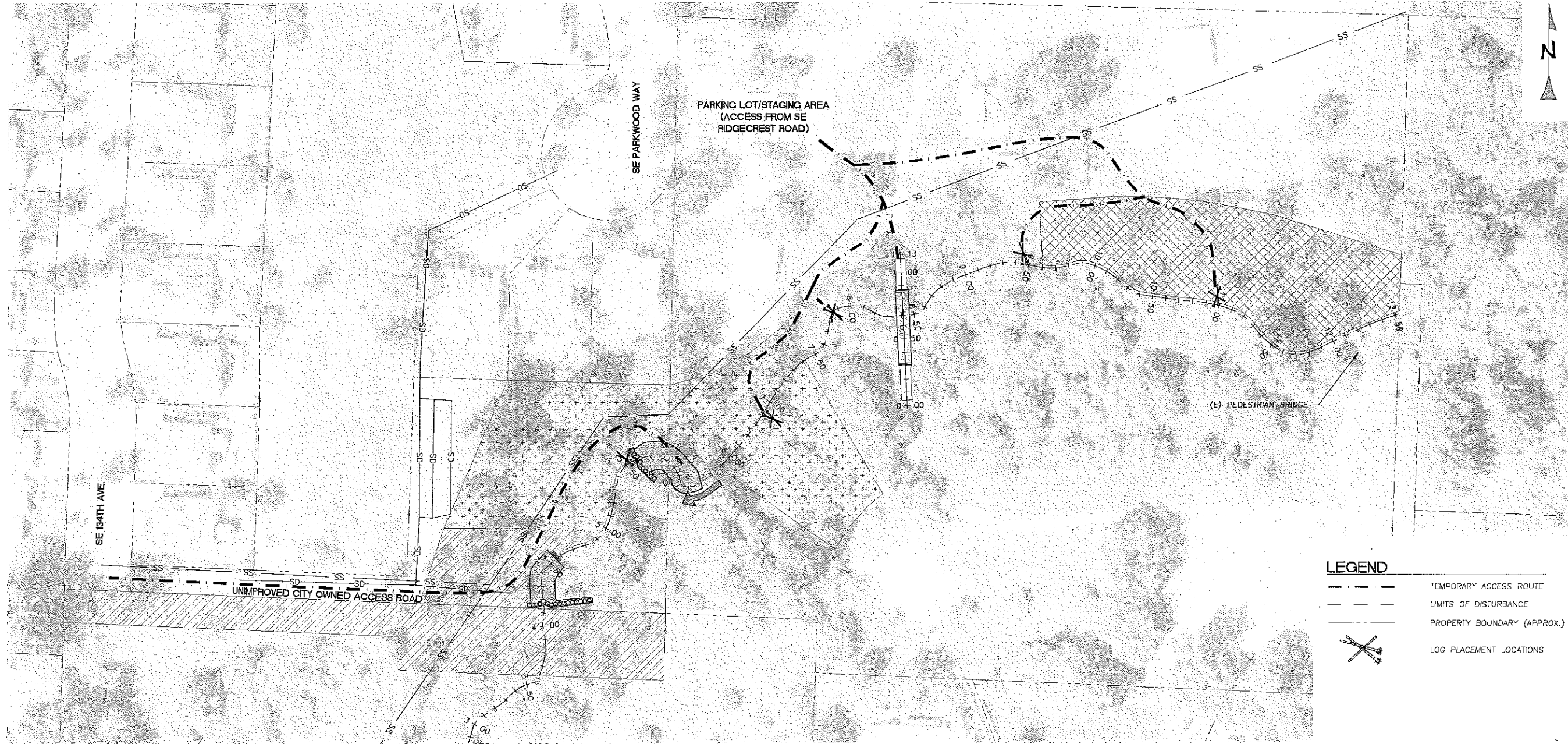
**LOG PLACEMENT PLAN**

**HAPPY VALLEY PARK STREAM STABILIZATION PROJECT**  
100% DESIGN SUBMITTAL

DESIGNED BY: J.H./J.B.  
DRAWN BY: J.H./J.B.  
CHECKED BY: M.W.W.  
DATE: 5/21/15  
JOB NO.: 13-0199

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES FOR REDUCED PLOTS





**WATERWAYS CONSULTING INC.**  
 1020 SW TAYLOR STREET, STE. 380  
 PORTLAND, OR 97205  
 PH: (503) 227-5529 / FAX: (503) 889-19-6847  
 WWW.WATERWAYS.COM

DATE: 5/21/15  
 PREPARED BY: J.H./J.B.  
 CHECKED BY: M.W.W.  
 EXPIRES: 6/30/2015

PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES**

REVEGETATION PLAN

HAPPY VALLEY PARK  
 STREAM STABILIZATION PROJECT  
 100% DESIGN SUBMITTAL

DESIGNED BY: J.H./J.B.  
 DRAWN BY: J.H./J.B.  
 CHECKED BY: M.W.W.  
 DATE: 5/21/15  
 JOB NO.: 13-0198

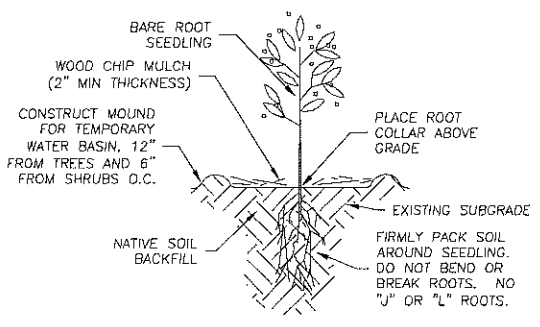
BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS

**REVEGETATION PLAN**  
 SCALE: 1" = 40'

**LEGEND**  
 - - - - - TEMPORARY ACCESS ROUTE  
 - - - - - LIMITS OF DISTURBANCE  
 - - - - - PROPERTY BOUNDARY (APPROX.)  
 X X X LOG PLACEMENT LOCATIONS

**NOTES:**

- THE SEED MIX PRESENTED IN TABLE 3 SHALL BE APPLIED TO ALL DISTURBED AREAS AND COVERED WITH MULCH IMMEDIATELY FOLLOWING CONSTRUCTION. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION RATES. SEED MIX SHALL BE PRO TIME 402, NATIVE RIPARIAN MIX, AS PROVIDED BY PRO TIME LAWN SEEDS, OR APPROVED EQUAL.
- REVEGETATE ALL TEMPORARY ACCESS ROADS WITHIN PLANTING BOUNDARY AT THE CONCLUSION OF CONSTRUCTION WITH SPECIES AND PLANTING DENSITY AS LISTED IN TABLES 2 AND 3, THIS SHEET. PLANT PER DETAIL 1, THIS SHEET.
- INTER-PLANT AND WEED WITHIN THE PLANTING BOUNDARY AS LISTED IN TABLES 2 AND 3, THIS SHEET. PLANT PER DETAIL 1, THIS SHEET.
- WEEDING SHALL INCLUDE MOWING/CUTTING GRASSES AND TARGET WEEDS AND SPRAYING TARGET WEEDS WITHIN PLANTING BOUNDARY. TARGET WEEDS INCLUDE:  
 HIMALAYAN BLACKBERRY (RUBUS ARMENIACUS)  
 ENGLISH IVY (HEDERA HELIX)  
 ENGLISH LAUREL (PRUNUS LAUROCERASUS)  
 EUROPEAN HOLLY (ILEX AQUIFOLIUM)
- HERBICIDES USED IN TARGET WEED SPRAYING SHALL COMPLY WITH THE 2012 INTEGRATED PEST MANAGEMENT PLAN FOR OCSD#1 AND THE CITY OF HAPPY VALLEY. SEE APPENDIX 3 FOR PRODUCTS LIST.



**BARE ROOT SEEDLING PLANTING**  
 SCALE: N.T.S.

**TABLE 1: PLANTING LIST TABLE - TREES**

SPECIES NAME	COMMON NAME	% OF PLANTING
TREES: 10' ON CENTER (BARE ROOT SEEDLING)		
MALUS FUSCUA	WESTERN CRABAPPLE	14
CASCARA PURSHIANA	CASCARA	14
ACER CIRCINATUM	VINE MAPLE	13
AMELANCHIER ALNIFOLIA	WESTERN SERVICEBERRY	13
PRUNUS EMARGINATA	BITTER CHERRY	13
SALIX SP.*	WILLOW	13
PRUNUS VIRGINIANA	CHOCHECHERRY	5
TSUGA HETEROPHYLLA	WESTERN HEMLOCK	5
ABIES GRANDIS	GRAND FIR	5
THUJA PLICATA	WESTERN RED CEDAR	5

**TABLE 2: PLANTING LIST TABLE - SHRUBS**

SPECIES NAME	COMMON NAME	% OF PLANTING
SHRUBS: 5' ON CENTER (BARE ROOT SEEDLING)		
HOLIDISCUS DISCOLOR	OCEANSPRAY	9.1
LONICERA INVOLUCRATA	TWINBERRY	9.1
MAHONIA AQUIFOLIUM	OREGON GRAPE	9.1
OEMLERIA CERASIFORMIS	INDIAN PLUM	9.1
PHILADELPHUS LEWISII	MOCK ORANGE	9.1
ROSA PISOCARPA	SWAMP ROSE	9.1
RUBUS SPECTABILIS	SALMONBERRY	9.1
SAMBUCA RACEMOSA	RED ELDERBERRY	9.1
SYMPHORICARPUS ALBUS	SNOWBERRY	9.1
RIBES SANGUINEUM	REDFLOWERING CURRANT	9.1
CORNUS SERICEA	REDSIEB DOGWOOD	9.1

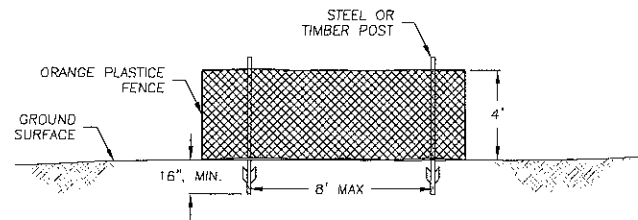
\* SALIX SP. CUTTINGS TO BE SALVAGED ON-SITE.

**TABLE 3: NATIVE SEED MIX TABLE**

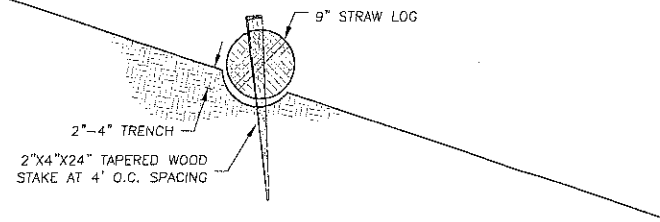
SPECIES NAME	COMMON NAME	% BY WEIGHT
ELYMUS GLAUCUS	BLUE WILD RYE	60
HORDEUM BRACHYANTHERUM	MEADOW BARLEY	30
DESCHAMPSIA CESPITOSA	TUFTED HAIR GRASS	10

**TABLE 4: INTER-PLANTING AND WEEDING TABLE**

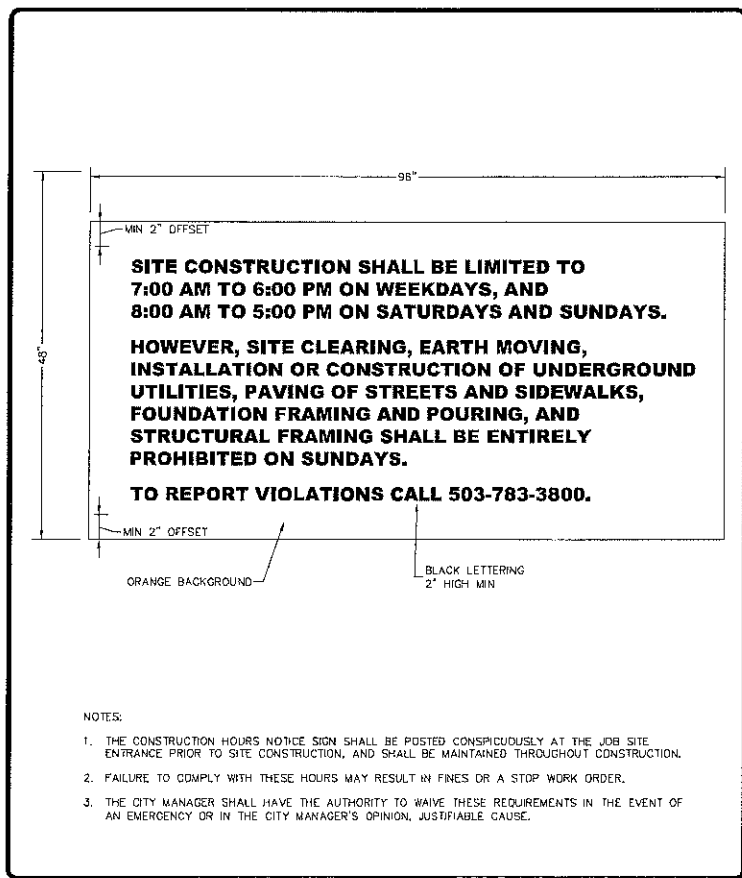
SYMBOL	DESCRIPTION
[Cross-hatched box]	INTER-PLANTING AND MINOR WEEDING AREA = 0.43 ACRES
[Box with + symbols]	WEEDING AREA = 0.63 ACRES
[Diagonal hatched box]	INTER-PLANTING AND WEEDING AREA = 0.49 ACRES



**ESA FENCE DETAIL**  
SCALE: 1" = 4'

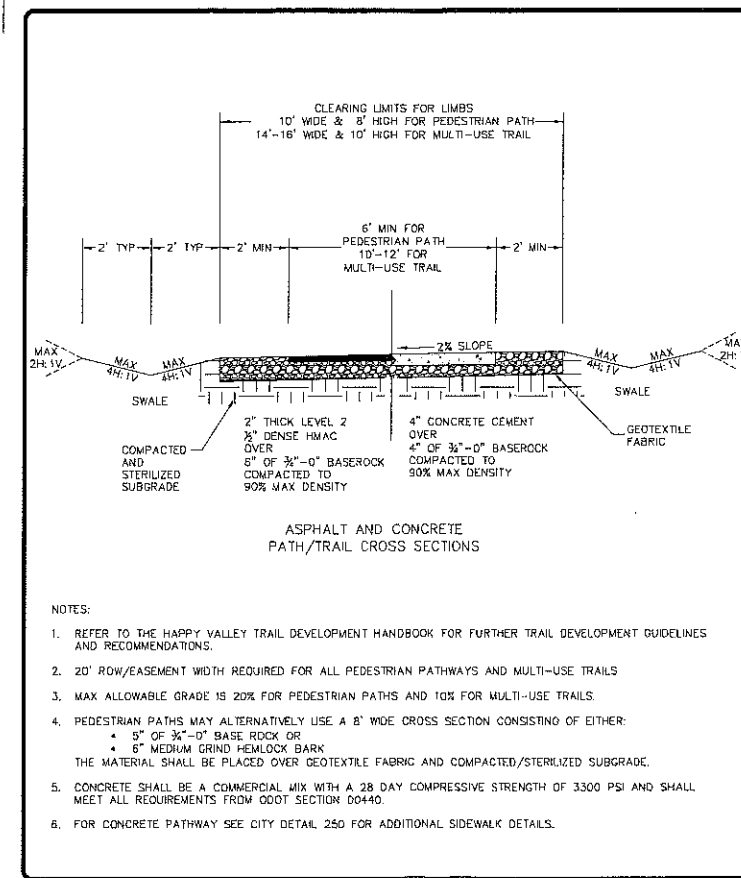


**FIBER ROLL DETAIL**  
SCALE: 1" = 1'



	ENGINEERING DEPARTMENT		<b>CONSTRUCTION HOURS NOTICE SIGN</b>	
	PE: CE	BY: RF	DATE: 01-15-13	DWG NO: 350

**CONSTRUCTION HOURS NOTICE SIGN**  
SCALE: NO SCALE



	ENGINEERING DEPARTMENT		<b>PEDESTRIAN PATH AND MULTI-USE TRAIL CROSS SECTIONS</b>	
	PE: CE	BY: RF	DATE: 03-31-10	DWG NO: 400

**PEDESTRIAN PATH AND MULTI-USE TRAIL CROSS SECTION**  
SCALE: NO SCALE

- NOTES:**
- INSTALL ASPHALT PAVEMENT PER SECTION 00745, ASPHALT CONCRETE PAVEMENT OF THE STATE STANDARD SPECIFICATIONS.
  - CONSTRUCT 8' WIDE MULTI-USE TRAIL PER DETAIL 4.



**WATERWAYS CONSULTING INC.**  
1020 SW TAYLOR STREET, STE. 380  
PORTLAND, OR 97205  
PH: (503) 227-5929 / FAX: (503) 227-6897  
WWW.WATWAYS.COM

DATE: 5/21/15

PROFESSIONAL ENGINEER  
JANICE M. BELL  
EXPIRES: 6/30/2015

PREPARED AT THE REQUEST OF:  
**CLACKAMAS COUNTY WATER ENVIRONMENT SERVICES**

**DETAILS**

**HAPPY VALLEY PARK STREAM STABILIZATION PROJECT  
100% DESIGN SUBMITTAL**

DESIGNED BY: J.H./J.B.  
DRAWN BY: J.H./J.B.  
CHECKED BY: M.W.W.  
DATE: 5/21/15  
JOB NO.: 13-019B

BAR IS ONE INCH ON ORIGINAL DRAWING, ADJUST SCALES FOR REDUCED PLOTS

C10 10 OF 11

**GENERAL NOTES**

1. THE ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THE ENGINEER OR A DESIGNATED REPRESENTATIVE SHALL MONITOR THE CONSTRUCTION PROCESS, AS NECESSARY, TO ENSURE PROPER INSTALLATION PROCEDURES.
2. EXISTING UNDERGROUND UTILITY LOCATIONS:
  - A. PRIOR TO BEGINNING WORK, THE CONTRACTOR SHALL CONTACT ALL UTILITIES COMPANIES WITH REGARD TO WORKING OVER, UNDER, OR AROUND EXISTING FACILITIES AND TO OBTAIN INFORMATION REGARDING RESTRICTIONS THAT ARE REQUIRED TO PREVENT DAMAGE TO THE FACILITIES.
  - B. LOCATIONS SHOWN ARE COMPILED FROM INFORMATION SUPPLIED BY THE APPROPRIATE UTILITY AGENCIES AND FROM FIELD MEASUREMENTS TO ABOVE GROUND FEATURES READILY VISIBLE AT THE TIME OF SURVEY. LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE DIMENSIONS, SIZES, MATERIALS, LOCATIONS, AND DEPTH OF UNDERGROUND UTILITIES.
  - C. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE LOCATION AND/OR PROTECTION OF ALL EXISTING AND PROPOSED PIPING, UTILITIES, TRAFFIC SIGNAL EQUIPMENT (BOTH ABOVE GROUND AND BELOW GROUND), STRUCTURES, AND ALL OTHER EXISTING IMPROVEMENTS THROUGHOUT CONSTRUCTION.
  - D. PRIOR TO COMMENCING FABRICATION OR CONSTRUCTION, CONTRACTOR SHALL DISCOVER OR VERIFY THE ACTUAL DIMENSIONS, SIZES, MATERIALS, LOCATIONS, AND ELEVATIONS OF ALL EXISTING UTILITIES AND POTHOLE THOSE AREAS WHERE POTENTIAL CONFLICTS ARE LIKELY OR DATA IS OTHERWISE INCOMPLETE.
  - E. CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO PROTECT EXISTING UTILITIES DURING CONSTRUCTION OPERATIONS, AND SHALL BE SOLELY RESPONSIBLE FOR THE COST OF REPAIR/REPLACEMENT OF ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION. CONTRACTOR TO CALL UNDERGROUND SERVICE ALERT (1-800-332-2344) TO LOCATE ALL UNDERGROUND UTILITY LINES PRIOR TO COMMENCING CONSTRUCTION.
  - F. UPON LEARNING OF THE EXISTENCE AND/OR LOCATIONS OF ANY UNDERGROUND FACILITIES NOT SHOWN OR SHOWN INACCURATELY ON THE PLANS OR NOT PROPERLY MARKED BY THE UTILITY OWNER, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE UTILITY OWNER AND THE CITY BY TELEPHONE AND IN WRITING.
  - G. UTILITY RELOCATIONS REQUIRED FOR THE CONSTRUCTION OF THE PROJECT FACILITIES WILL BE PERFORMED BY THE UTILITY COMPANY, UNLESS OTHERWISE NOTED.
3. SHOULD THE CONTRACTOR DISCOVER ANY DISCREPANCIES BETWEEN THE CONDITIONS EXISTING IN THE FIELD AND THE INFORMATION SHOWN ON THESE DRAWINGS, HE SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO BE FULLY INFORMED OF AND TO COMPLY WITH ALL LAWS, ORDINANCES, CODES, REQUIREMENTS AND STANDARDS WHICH IN ANY MANNER AFFECT THE COURSE OF CONSTRUCTION OF THIS PROJECT, THOSE ENGAGED OR EMPLOYED IN THE CONSTRUCTION AND THE MATERIALS USED IN THE CONSTRUCTION.
5. ANY TESTS, INSPECTIONS, SPECIAL OR OTHERWISE, THAT ARE REQUIRED BY THE BUILDING CODES, LOCAL BUILDING DEPARTMENTS, OR THESE PLANS, SHALL BE DONE BY AN INDEPENDENT INSPECTION COMPANY. JOB SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN OFFICIAL INSPECTION. HOWEVER, OBSERVATION AND TESTING SERVICES ARE REQUIRED BY THE GEOTECHNICAL ENGINEER AS OUTLINED IN THIS PLAN SET AND IN THE GEOTECHNICAL REPORT. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT THE REQUIRED TESTS AND INSPECTIONS ARE PERFORMED.
6. PROJECT SCHEDULE: PRIOR TO COMMENCEMENT OF WORK, CONTRACTOR SHALL PROVIDE ENGINEER A DETAILED CONSTRUCTION SCHEDULE FOR APPROVAL. THE CONTRACTOR SHALL NOT BEGIN ANY CONSTRUCTION WORK UNTIL THE PROJECT SCHEDULE AND WORK PLAN IS APPROVED BY THE ENGINEER. ALL CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER SO THAT THE QUALITY OF WORK CAN BE CHECKED FOR APPROVAL. THE CONTRACTOR SHALL PURSUE WORK IN A CONTINUOUS AND DILIGENT MANNER TO ENSURE A TIMELY COMPLETION OF THE PROJECT.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN, PERMITTING, INSTALLATION, AND MAINTENANCE OF ANY AND ALL TRAFFIC CONTROL MEASURES DEEMED NECESSARY.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR GENERAL SAFETY DURING CONSTRUCTION. ALL WORK SHALL CONFORM TO PERTINENT SAFETY REGULATIONS AND CODES. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FURNISHING, INSTALLING, AND MAINTAINING ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND PROVIDE FOR THE PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF OSHA IN THE CONSTRUCTION PRACTICES FOR ALL EMPLOYEES DIRECTLY ENGAGED IN THE CONSTRUCTION OF THIS PROJECT.
9. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTION LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL. NEITHER THE PROFESSIONAL ACTIVITIES OF CONSULTANT NOR THE PRESENCE OF CONSULTANT OR HIS OR HER EMPLOYEES OR SUB-CONSULTANTS AT A CONSTRUCTION SITE SHALL RELIEVE THE CONTRACTOR AND ITS SUBCONTRACTORS OF THEIR RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING OR COORDINATING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND APPLICABLE HEALTH OR SAFETY REQUIREMENTS OF ANY REGULATORY AGENCY OR OF STATE LAW.
10. THE CONTRACTOR SHALL MAINTAIN A CURRENT, COMPLETE, AND ACCURATE RECORD OF ALL AS-BUILT DEVIATIONS FROM THE CONSTRUCTION AS SHOWN ON THESE DRAWINGS AND SPECIFICATIONS, FOR THE PURPOSE OF PROVIDING THE ENGINEER OF RECORD WITH A BASIS FOR THE PREPARATION OF RECORD DRAWINGS.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE SITE IN A NEAT AND ORDERLY MANNER THROUGHOUT THE CONSTRUCTION PROCESS. ALL MATERIALS SHALL BE STORED WITHIN APPROVED STAGING AREAS.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AT HIS EXPENSE, ALL REQUIRED PERMITS NOT PREVIOUSLY OBTAINED BY THE OWNER. THE CONTRACTOR SHALL PROVIDE, AT HIS EXPENSE, ALL MATERIALS, LABOR AND EQUIPMENT REQUIRED TO COMPLY WITH ALL APPLICABLE PERMIT CONDITIONS AND REQUIREMENTS.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND LAYOUT, UNLESS OTHERWISE SPECIFIED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL SURVEY MONUMENTS OR PROPERTY CORNERS. DISTURBED MONUMENTS SHALL BE RESTORED BACK TO THEIR ORIGINAL LOCATION AND SHALL BE CERTIFIED BY A REGISTERED CIVIL ENGINEER OR LAND SURVEYOR AT THE EXPENSE OF THE CONTRACTOR.
15. TREE DIMENSIONS: TRUNK DIAMETERS SHOWN REPRESENT DIAMETER AT BREAST HEIGHT (DBH), MEASURED IN INCHES. DBH IS MEASURED 4.5 FT ABOVE GROUND FOR SINGLE TRUNKS AND TRUNKS THAT SPLIT INTO SEVERAL STEMS CLOSE TO THE GROUND. THE DBH FOR TREES THAT SPLIT INTO SEVERAL STEMS CLOSE TO THE GROUND MAY BE CONSOLIDATED INTO A SINGLE DBH BY TAKING THE SQUARE ROOT OF THE SUM OF ALL SQUARED STEM DBH'S, UNLESS OTHERWISE NOTED. WHERE TREES FORK NEAR BREAST HEIGHT, TRUNK DIAMETER IS MEASURED AT THE NARROWEST PART OF THE MAIN STEM BELOW THE FORK. FOR TREES ON A SLOPE, BREAST HEIGHT IS REFERENCED FROM THE UPPER SIDE OF THE SLOPE. FOR LEANING TREES, BREAST HEIGHT IS MEASURED ON THE SIDE THAT THE TREE LEANS TOWARD. TREES WITH DBH LESS THAN 6" ARE TYPICALLY NOT SHOWN.
 

12" P = 12" DBH PINE
16. TREE SPECIES ARE IDENTIFIED WHEN KNOWN. HOWEVER, FINAL DETERMINATION SHOULD BE MADE BY A QUALIFIED BOTANIST. REFER TO THE LEGEND FOR TREE SPECIES SYMBOLS.
17. TREE TRUNK DIMENSIONS MAY BE SHOWN OUT-OF-SCALE FOR PLOTTING CLARITY. CAUTION SHOULD BE USED IN DESIGNING NEAR TREE TRUNKS. THERE ARE LIMITATIONS ON FIELD ACCURACY, DRAFTING ACCURACY, MEDIUM STRETCH AS WELL AS THE "SPREAD" OR "LEANING" OF TREES. REQUEST ADDITIONAL TOPOGRAPHIC DETAIL WHERE CLOSE TOLERANCES ARE ANTICIPATED. INDIVIDUAL TREES ARE NOT TYPICALLY LOCATED WITHIN DRIFLINE CANOPY AREAS SHOWN.

18. ALL STANDARD STREET MONUMENTS, LOT CORNER PIPES, AND OTHER PERMANENT MONUMENTS DISTURBED DURING THE PROCESS OF CONSTRUCTION SHALL BE REPLACED AND A RECORD OF SURVEY OR CORNER RECORD PER SECTION 8771 OF THE PROFESSIONAL LAND SURVEYORS ACT FILED BEFORE ACCEPTANCE OF THE IMPROVEMENTS.
19. CONTRACTOR IS REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
20. THE CONTRACTOR SHALL CONFORM TO THE RULES AND REGULATIONS OF THE CONSTRUCTION SAFETY ORDERS OF THE STATE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH PERTAINING TO EXCAVATION AND TRENCHES.
21. AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL COMPLETION AND ACCEPTANCE OF THE WORK, THE CONTRACTOR SHALL PREVENT THE FORMATION OF AN AIRBORNE DUST NUISANCE IN SUCH A MANNER THAT IT WILL CONTAIN DUST PARTICLES TO THE IMMEDIATE SURFACE OF THE WORK. THE CONTRACTOR SHALL PERFORM SUCH TREATMENT WITHIN 2 HOURS AFTER NOTIFICATION THAT AN AIRBORNE NUISANCE EXISTS.
22. THE EVENT THAT HUMAN REMAINS AND/OR CULTURAL MATERIALS ARE FOUND, ALL PROJECT-RELATED CONSTRUCTION SHALL CEASE WITHIN A 100-FOOT RADIUS AND THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE OWNER'S REPRESENTATIVE.

**EARTHWORK NOTES**

1. ALL GRADING SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL INVESTIGATION, AND WITH THE APPLICABLE REQUIREMENTS OF THE CITY OF HAPPY VALLEY GRADING ORDINANCE. REFER TO GEOTECHNICAL INVESTIGATION BY:
 

GEOTECHNICS LLC  
7829 SE HARRISON STREET  
PORTLAND, OREGON 97215  
(503) 774-1619  
JOB No. 14-002-1

PRIOR TO PERFORMING ANY WORK, THE CONTRACTOR SHALL BE FAMILIAR WITH THE GEOTECHNICAL INVESTIGATION. IN THE EVENT OF DISCREPANCY BETWEEN THE REPORT AND THE NOTES HEREIN, THE REPORT SHALL PREVAIL. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE SITE AND MAKE HIS OWN INTERPRETATIONS WITH REGARD TO MATERIALS, METHODS AND EQUIPMENT NECESSARY TO PERFORM THE WORK REQUIRED FOR THIS PROJECT.

2. GRADING SUMMARY:  
TOTAL OFF-HAUL = 316 CY

THE ABOVE QUANTITIES ARE APPROXIMATE IN-PLACE VOLUMES CALCULATED AS THE DIFFERENCE BETWEEN EXISTING GROUND AND THE PROPOSED FINISH GRADE, PREPARED FOR PERMITTING PURPOSES ONLY. EXISTING GROUND IS DEFINED BY THE TOPOGRAPHIC CONTOURS AND/OR SPOT ELEVATIONS ON THE PLAN. PROPOSED FINISH GRADE IS DEFINED AS THE DESIGN SURFACE ELEVATION OF WORK TO BE CONSTRUCTED. THE QUANTITIES HAVE NOT BEEN FACTORED TO INCLUDE ALLOWANCES FOR BULKING, CLEARING AND GRUBBING, SUBSIDENCE, SHRINKAGE, OVER EXCAVATION, AND RECOMPACTION, UNDERGROUND UTILITY AND SUBSTRUCTURE SPOILS AND CONSTRUCTION METHODS.

THE CONTRACTOR SHALL PERFORM AN INDEPENDENT EARTHWORK ESTIMATE FOR THE PURPOSE OF PREPARING BID PRICES FOR EARTHWORK. THE BID PRICE SHALL INCLUDE COSTS FOR ANY NECESSARY IMPORT AND PLACEMENT OF EARTH MATERIALS OR THE EXPORT AND PROPER DISPOSAL OF EXCESS OR UNSUITABLE EARTH MATERIALS.

3. PRIOR TO COMMENCING WORK, ALL AREAS TO REMAIN UNDISTURBED SHALL BE ADEQUATELY PROTECTED WITH TEMPORARY FENCING.
4. DO NOT DISTURB AREAS OUTSIDE OF THE DESIGNATED LIMITS OF DISTURBANCE, UNLESS AUTHORIZED IN WRITING BY THE ENGINEER. ALL WORK ASSOCIATED WITH RESTORATION AND REVEGETATION OF DISTURBED AREAS OUTSIDE THE DESIGNATED LIMITS OF DISTURBANCE, AS SHOWN ON THE DRAWINGS, SHALL BE BORN SOLELY BY THE CONTRACTOR.
5. ALL EXCESS SOILS SHALL BE REMOVED TO AN APPROVED DUMP SITE.
6. CLEARING AND GRUBBING, SUBGRADE PREPARATION AND EARTHWORK SHALL BE PERFORMED IN ACCORDANCE WITH SECTION 00320 OF THE STANDARD SPECIFICATIONS, THESE DRAWINGS, AND THE TECHNICAL SPECIFICATIONS.
7. FINE GRADING ELEVATIONS AND SLOPES NOT SHOWN SHALL BE DETERMINED BY THE CONTRACTOR IN THE FIELD TO OBTAIN DRAINAGE IN THE DIRECTION INDICATED. ALL FINAL GRADING SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
8. SUBGRADE UNDER ALL PAVED SURFACES SUBJECT TO VEHICULAR USE SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION, IN ACCORDANCE WITH ASTM-D1557. ALL OTHER FILL TO BE COMPACTED TO A MINIMUM OF 90% MAXIMUM DENSITY AS DETERMINED BY ASTM-D1557 AND SO CERTIFIED BY TESTS AND REPORTS FROM THE CIVIL ENGINEER IN CHARGE OF THE GRADING CERTIFICATION.
9. FILL MATERIAL SHALL BE SPREAD IN LIFTS OF APPROXIMATELY 8 INCHES, MOISTENED OR DRIED TO NEAR OPTIMUM MOISTURE CONTENT AND RECOMPACTED. THE MATERIALS FOR ENGINEERED FILL SHALL BE APPROVED BY A REGISTERED CIVIL ENGINEER. ANY IMPORTED MATERIALS MUST BE APPROVED BEFORE BEING BROUGHT TO THE SITE. THE MATERIALS USED SHALL BE FREE OF ORGANIC MATTER AND OTHER DELETERIOUS MATERIALS.
10. ALL CONTACT SURFACES BETWEEN ORIGINAL GROUND AND RECOMPACTED FILL SHALL BE EITHER HORIZONTAL OR VERTICAL. ALL ORGANIC MATERIAL SHALL BE REMOVED AND THE REMAINING SURFACE SCARIFIED TO A DEPTH OF AT LEAST 12 INCHES, UNLESS DEEPER EXCAVATION IS REQUIRED BY THE ENGINEER.

**DIVERSION NOTES**

1. GENERAL
  - 1.1. A WATER DIVERSION SYSTEM SHALL BE INSTALLED TO DEWATER THE PROJECT SITE TO FACILITATE IN-STREAM CONSTRUCTION AND TO REDUCE THE POTENTIAL IMPACTS TO WATER QUALITY DOWNSTREAM OF THE PROJECT SITE.
  - 1.2. THE PROPOSED DIVERSION STRUCTURE SHALL CONSIST OF A SEALED SAND BAG DAM AND A PUMPED FLOW PIPELINE. NO OTHER DIVERSION METHOD SHALL BE USED WITHOUT AUTHORIZATION OF THE ENGINEER. IF ANOTHER DIVERSION METHOD IS PREFERRED BY THE CONTRACTOR, THE CONTRACTOR SHALL SUBMIT A PLAN TO THE ENGINEER FOR APPROVAL, DETAILING THE DESIRED DIVERSION METHOD.
  - 1.3. THE CONTRACTOR SHALL CONFIRM THAT A FAVORABLE LONG TERM WEATHER FORECAST (1 WEEK MIN.) IS OBSERVED PRIOR TO PLACEMENT OF DIVERSION STRUCTURE.
  - 1.4. PRIOR TO PLACEMENT OF DIVERSION STRUCTURE, FISH SHALL BE REMOVED FROM THE PROJECT REACH, IN ACCORDANCE WITH SECTION 2.
  - 1.5. DIVERSION CONSTRUCTION SHALL NORMALLY BEGIN IN THE DOWNSTREAM AREA AND CONTINUE IN AN UPSTREAM DIRECTION. THE FLOW SHALL BE DIVERTED ONLY WHEN THE DIVERSION CONSTRUCTION IS COMPLETE. FOLLOWING ENGINEER'S APPROVAL OF THE COMPLETED WORK, DIVERSION SHALL BE REMOVED IMMEDIATELY, IN AN UPSTREAM DIRECTION.
2. FISH REMOVAL
  - 2.1. FISH SHALL BE REMOVED FROM THE PROJECT SITE BY A QUALIFIED FISHERIES BIOLOGIST PROVIDED BY OWNER, LICENSED FOR SUCH ACTIVITIES BY THE NATIONAL MARINE FISHERIES SERVICE AND THE OREGON DEPARTMENT OF FISH AND WILDLIFE.
  - 2.2. BLOCK NETS SHALL BE PROVIDED AND INSTALLED BY THE FISHERIES BIOLOGIST. BLOCK NETS SHALL BE MAINTAINED BY THE CONTRACTOR BOTH UPSTREAM AND DOWNSTREAM OF THE WORK AREA, THROUGHOUT THE PERIOD OF CONSTRUCTION. MAINTENANCE INCLUDES PERIODIC REMOVAL OF ACCUMULATED DEBRIS, AS NECESSARY TO ENSURE FUNCTION. BLOCK NETS SHALL BE REMOVED BY THE FISHERIES BIOLOGIST AFTER THE DIVERSION IS REMOVED AND THE IN CHANNEL WORK AREA IS RE-WATERED.

3. DIVERSION SYSTEM
  - 3.1. THE CONTRACTOR SHALL INSTALL A TEMPORARY SEALED SANDBAG DAM TO CAPTURE AND DIVERT STREAM FLOW UPSTREAM OF THE PROJECT SITE. THE DAM AND METHOD OF SEALING SHALL BE PLACED AT AN APPROPRIATE DEPTH TO CAPTURE SUBSURFACE STREAM FLOW, AS NEEDED TO DEWATER THE STREAMBED.
  - 3.2. THE CONTRACTOR SHALL MAINTAIN THE DIVERSION DAM DURING THE COURSE OF CONSTRUCTION WORK.
  - 3.3. THE DIVERSION STRUCTURE SHALL BE CONSTRUCTED AS DIRECTED BY THE ENGINEER IN THE FIELD.
  - 3.4. IN THE EVENT OF A SIGNIFICANT STORM, THE CONTRACTOR SHALL BE PREPARED TO TAKE NECESSARY MEASURES TO ENSURE SAFE PASSAGE OF STORM WATER FLOW THROUGH THE PROJECT AREA, WITHOUT DAMAGE TO EXISTING STRUCTURES, OR INTRODUCTION OF EXCESSIVE SEDIMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TEMPORARY EROSION CONTROL B.M.P.'S.
  - 3.5. THE PUMP AND PIPELINE SHALL BE CAPABLE OF CONVEYING 900 GPM (2 CFS).
4. DEWATERING OF CONSTRUCTION AREAS
  - 4.1. ANY DEWATERING ACTIVITIES WHICH MAY BE REQUIRED FOR CONSTRUCTION PURPOSES SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT RESULT IN AN EXCEEDANCE OF ANY WATER QUALITY STANDARDS ESTABLISHED BY THE OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY.
  - 4.2. DISCHARGE OF WATER FROM THE DEWATERED CONSTRUCTION SITE, EITHER BY GRAVITY OR PUMPING, SHALL BE PERFORMED IN A MANNER TO PREVENT EXCESSIVE TURBIDITY FROM ENTERING THE RECEIVING WATERWAYS AND TO PREVENT SCOUR AND EROSION OUTSIDE OF THE CONSTRUCTION SITE. PUMPED WATER SHOULD BE PRE-FILTERED WITH SAND/GRAVEL PACK AROUND SUMPS FOR SUBSURFACE FLOWS AND A SILT FENCE OR HAY BALES AROUND PUMPS FOR SURFACE FLOW. PUMPED WATER SHALL BE DISCHARGED INTO ISOLATED LOCAL DEPRESSIONS, FILTER BAGS, SETTLING (BAKER) TANKS, OR TEMPORARY SEDIMENT BASINS, AS NECESSARY TO MEET WATER QUALITY REQUIREMENTS. WHERE WATER TO BE DISCHARGED INTO THE CREEK WILL CREATE EXCESSIVE TURBIDITY, THE WATER SHALL BE ROUTED THROUGH A SEDIMENT INTERCEPTOR OR OTHER FACILITIES TO REMOVE SEDIMENT FROM WATER.
  - 4.3. CONTRACTOR SHALL SUPPLY ALL NECESSARY PUMPS, PIPING, FILTERS, SHORING, AND OTHER TOOLS AND MATERIALS NECESSARY FOR DEWATERING.

**EROSION CONTROL NOTES**

1. EROSION CONTROL MEASURES TO BE INSPECTED AND APPROVED BY THE CITY OF HAPPY VALLEY PRIOR TO BEGINNING ANY WORK ON SITE.
2. THE EROSION CONTROL BMP'S SHOWN IN THESE DRAWINGS ARE INTENDED FOR THE SUMMER CONSTRUCTION SEASON (MAY 1ST TO SEPTEMBER 30TH). IF THE DRAINAGE FEATURES SHOWN ON THESE DRAWINGS ARE NOT COMPLETED AND DISTURBED AREAS STABILIZED BY OCTOBER 1ST, CONSULT THE ENGINEER FOR ADDITIONAL RAINY SEASON EROSION CONTROL MEASURES.
3. PRIOR TO COMMENCING WORK, AREAS TO REMAIN UNDISTURBED SHALL BE PROTECTED WITH ESA FENCING, AS SHOWN ON THE DRAWINGS. ADDITIONAL FENCING MAY BE REQUIRED AT THE DIRECTION OF THE ENGINEER.
4. CONTRACTOR SHALL UTILIZE ONLY THE APPROVED TEMPORARY ACCESS ROADS (AS SHOWN ON THE DRAWINGS) FOR TRANSPORT OF MATERIALS AND EQUIPMENT.
5. BETWEEN OCTOBER 15 AND APRIL 15, EXPOSED SOIL SHALL BE PROTECTED FROM EROSION AT ALL TIMES. DURING CONSTRUCTION, SUCH PROTECTION MAY CONSIST OF MULCHING AND/OR PLANTING OF NATIVE VEGETATION OF ADEQUATE DENSITY. BEFORE COMPLETION OF THE PROJECT, ANY EXPOSED SOIL ON DISTURBED SLOPES SHALL BE PERMANENTLY PROTECTED FROM EROSION.
6. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (OCTOBER 1 THROUGH APRIL 30). NECESSARY MATERIALS SHALL BE AVAILABLE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES.
7. CONSTRUCT TEMPORARY EROSION CONTROL MEASURES AS SHOWN ON THIS PLAN AND/OR AS DIRECTED BY THE ENGINEER TO CONTROL DRAINAGE WHICH HAS BEEN AFFECTED BY GRADING AND/OR TRENCHING OPERATIONS.
8. THE CONTRACTOR SHALL INCORPORATE ADEQUATE DRAINAGE PROCEDURES DURING THE CONSTRUCTION PROCESS TO ELIMINATE EXCESSIVE PONDING AND EROSION.
9. CONSTRUCT AND MAINTAIN EROSION CONTROL MEASURES TO PREVENT THE DISCHARGE OF EARTHEN MATERIALS TO THE CREEK FROM DISTURBED AREAS UNDER CONSTRUCTION AND FROM COMPLETED CONSTRUCTION AREAS.
10. INSTALL ALL PROTECTIVE DEVICES AT THE END OF EACH WORK DAY WHEN THE FIVE-DAY RAIN PROBABILITY EQUALS OR EXCEEDS 50 PERCENT AS DETERMINED FROM THE NATIONAL WEATHER SERVICE FORECAST OFFICE: WWW.SRH.NOAA.GOV.
11. THE EROSION CONTROL DEVICES ON THIS PLAN ARE A SCHEMATIC REPRESENTATION OF WHAT MAY BE REQUIRED. EROSION CONTROL DEVICES MAY BE RELOCATED, DELETED, OR ADDITIONAL ITEMS MAY BE REQUIRED DEPENDING ON THE ACTUAL SOIL CONDITIONS ENCOUNTERED, AT THE DISCRETION OF THE ENGINEER.
12. THE CONTRACTOR IS RESPONSIBLE TO KEEP IN FORCE ALL EROSION CONTROL DEVICES AND TO MODIFY THOSE DEVICES AS SITE PROGRESS DICTATES.
13. THE CONTRACTOR SHALL MONITOR THE EROSION CONTROL DEVICES DURING STORMS AND MODIFY THEM IN ORDER TO PREVENT PROGRESS OF ANY ONGOING EROSION.
14. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING ANY EROSION OR DEBRIS SPILLING ONTO A PUBLIC STREET.
15. THE CONTRACTOR SHALL CONTACT THE ENGINEER IN THE EVENT THAT THE EROSION CONTROL PLAN AS DESIGNED REQUIRES ANY SUBSTANTIAL REVISIONS.
16. CONTRACTOR SHALL BE FAMILIAR WITH THE CONDITIONS OF APPROVAL OF ALL REQUIRED PROJECT PERMITS AND SHALL IMPLEMENT ALL REQUIRED BMP'S PRIOR TO COMMENCING GRADING OPERATIONS.
17. ALL DISTURBED SURFACES SHALL BE SEEDED PER TABLE 1 (THIS SHEET) AND MULCHED AT THE CONCLUSION OF CONSTRUCTION.

**WATERWAYS CONSULTING INC.**  
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WWW.WATERWAYS.CO

DATE: 5/21/15  
  
 CLACKAMAS COUNTY  
 WATER ENVIRONMENT  
 SERVICES

PREPARED AT THE REQUEST OF:  
 HAPPY VALLEY PARK  
 STREAM STABILIZATION  
 PROJECT  
 100% DESIGN SUBMITTAL

NOTES

DESIGNED BY: J.H./J.B.  
 DRAWN BY: J.H./J.B.  
 CHECKED BY: M.W.W.  
 DATE: 5/21/15  
 JOB NO.: 13-019B

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES FOR REDUCED PLOTS

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