

August 1, 2019

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Application to U.S Department of Housing and Urban Development, Continuum of Care Program (CoC) annual renewal of funds

Purpose/Outcomes	Authorization to submit an annual renewal application for grant funds from the US Department of Housing and Urban Development (HUD) for Continuum of Care funding for rent assistance and services to approximately 17 discrete projects that serve homeless families and individuals in Clackamas County.
Dollar Amount and Fiscal Impact	The CoC Consolidated Application in FY 2018 is for approximately \$2,925,000 including a possible \$295,000 of bonus funding if the application scores well. Individual projects grants require a 25% cash match or in-kind contribution, which is detailed in each project application. No County Funds are involved.
Funding Source	US Department of Housing and Urban Development (HUD)
Duration	Homeless project years vary, most are July 1 to June 30
Previous Board Action	Board authorized county staff to apply for the FY2018 CoC Consolidated Application renewal and bonus funds on August 16, 2018.
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Ensure safe, healthy and secure communities 2. Individuals and families are healthy and safe
Contact Person	Kevin Ko, Community Development Manager 503-655-8359
County Counsel	NA
Contract No.	NA

BACKGROUND:

The Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD. This includes, but is not limited to, annually re-applying for funding in the Continuum of Care competition, holding regular meetings of the entire Continuum, conducting a Point-in-Time Count of all homeless persons in the jurisdiction, evaluating

Healthy Families. Strong Communities.

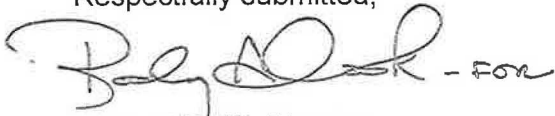
project outcomes, establishing and operating a coordinated assessment system, strategic planning, and an annual gaps analysis.

The CoC application process sometimes involves re-allocating funds to other projects in the Continuum of Care to make better use of the available funding and to score higher on the application. If the CoC application scores well the Clackamas County CoC could also be awarded CoC Bonus Funding of up to \$295,000.

RECOMMENDATION:

We recommend the authorization of this CoC grants application and that Richard Swift, Director of Health, Housing and Human Services be authorized to sign all CoC applications, supporting documents and County CoC grant award documents necessary to accomplish this action on behalf of the Board of County Commissioners.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a horizontal line and the word "For".

Richard Swift, Director
Health, Housing & Human Services

Grant Application Lifecycle Form

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

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

** CONCEPTION **

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

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

Application for: Subrecipient funds Direct Grant
Lead Department: H3S Grant Renewal? Yes No
If renewal, complete sections 1, 2, & 4 only
Name of Funding Opportunity: FY2019 Continuum of Care Program Competition, FR-6300-N-25
Funding Source: Federal State Local: _____
Requestor Information (Name of staff person initiating form): Abby Ahern
Requestor Contact Information: x5663
Department Fiscal Representative: Kevin Ko
Program Name or Number (please specify): FY 2019 Continuum of Care

Brief Description of Project:

The Housing and Community Development Division of the Health, Housing and Human Services Department requests the authorization to apply for FY 2019 Continuum of Care Program funding with the U.S. Department of Housing and Urban Development (HUD). The Continuum of Care is a HUD-mandated administrative and organizational local response to homelessness. In order to re-apply every year for HUD CoC funding, the county must follow the administrative requirements provided by HUD.

Name of Funding (Granting) Agency: US Department of Housing and Urban Development

Agency's Web Address for Grant Guidelines and Contact Information:

<https://www.hudexchange.info/resource/5842/fy-2019-coc-program-nofa/>

OR

Application Packet Attached: Yes No

Completed By: Kevin Ko Date: 8/2/2018

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

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

Competitive Grant Non-Competing Grant Other
CFDA(s), if applicable: 1/14/1900 Funding Agency Award Notification Date: _____
Announcement Date: 7/3/2019 Announcement/Opportunity #: FR-6300-N-25
Grant Category/Title: NOFA FY2019 CoC Competition Max Award Value: \$2,925,000
Allows Indirect/Rate: Yes Match Requirement: 25% for Planning and Admin funds
Application Deadline: 9/30/2018 Other Deadlines: _____
Grant Start Date: 7/1/2020 Other Deadline Description: _____
Grant End Date: 6/30/2021 Program Income Requirement: _____
Completed By: _____
Pre-Application Meeting Schedule: _____

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

Mission/Purpose:

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

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

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

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

Organizational Capacity:

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

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

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

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

Collaboration

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

Reporting Requirements

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

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

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

Fiscal

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

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

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

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

Program Approval:

Name (Typed/Printed)

Date

Signature

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

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

Section IV: Approvals

DIVISION DIRECTOR (or designee, if applicable)		
Chuck Robbins		
Name (Typed/Printed)	Date	Signature

DEPARTMENT DIRECTOR (or designee, if applicable)		
Rich Swift		
Name (Typed/Printed)	Date	Signature

FINANCE GRANT MANAGER (or designee, if applicable; FOR FEDERALLY-FUNDED APPLICATIONS ONLY)		
Larry Crumbaker		
Name (Typed/Printed)	Date	Signature

Section V: Board of County Commissioners/County Administration

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

For applications less than \$150,000:

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

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

BCC Agenda item #: Date:

OR

Policy Session Date:

County Administration Attestation

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

August 1, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Subrecipient Agreement, Amendment #3 with
City of Wilsonville/Wilsonville Community Center to Provide Social Services for
Clackamas County Residents age 60 and over

Purpose/Outcomes	Subrecipient Agreement with the City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons in the Wilsonville community.
Dollar Amount and Fiscal Impact	The maximum value is increased by \$21,375 for a revised FY18-19 agreement maximum of \$79,169. This agreement is funded through the Social Services Division Program agreements with the Oregon Department of Human Services.
Funding Source	Older American Act (OAA) Special Project Allocation (SPA) and Oregon Project Independence (OPI) funds - no County General Funds are involved.
Duration	Effective July 1, 2017 and terminates on June 30, 2019
Previous Board Action	
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. This funding aligns with the strategic priority to increase self-sufficiency for our clients. 2. This funding aligns with the strategic priority to ensure safe, healthy and secure communities by addressing needs of older adults in the community.
Counsel Review	This contract is in the format approved by County Counsel as part of the H3S contract standardization project.
Contact Person	Brenda Durbin, Director, Social Services Division 503-655-8641
Contract No.	H3S #8363; Subrecipient #18-011-02

BACKGROUND:

The Social Services Division of the Health, Housing and Human Services request approval of the Subrecipient Agreement, Amendment #3; with City of Wilsonville/Wilsonville Community Center to provide Older American Act (OAA) funded services for persons living within the Wilsonville Community Center's service area. The services provided include congregate and home delivered meals, evidence-based health promotion activities, transportation, and information and referral activities. These services link residents with resources to meet their individual needs. This helps them to remain independent and interactive in the community.

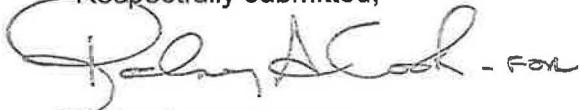
It is a budget adjustment that redistributes the nutrition program funding and adds Oregon Project Independence (OPI) Home Delivered Meals funding for qualified OPI clients.

This amendment adds \$21,375 in funding to the 2018-19 Subrecipient Agreement #18-011 for an agreement maximum of \$79,169. This amendment is retroactive. The amendment was delayed at the City of Wilsonville.

RECOMMENDATION:

Staff recommends the Board approval of this agreement and that Richard Swift, H3S Director; be authorized to sign on behalf of Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Richard Swift", followed by a horizontal line and the text "- For".

Richard Swift, Director
Health Housing & Human Services

Subrecipient Agreement Amendment
Health, Housing and Human Services

H3S Contract#: 8363 Subrecipient #: 18-011 Board Agenda #: 070017-A, 052418-A13

Division: Social Services Amendment Number: 3

Contractor: City of Wilsonville – Community Center

Amendment Requested By: Brenda Durbin, CCSS Director

Changes: (X) Subrecipient Agreement Budget & Language

Justification for Amendment:

This is a budget adjustment that rebalances OAA nutrition funding and units of service for FY18-19 and adds Oregon Project Independence (OPI) HDM funds and units of service. This results in a net increase to the contract budget of \$21,375.

This Amendment #3, when signed by the City of Wilsonville – Community Center (“SUBRECIPIENT”) the Health, Housing and Human Services Department, Social Services Division on behalf of Clackamas County will become part of the contract documents, superseding the original to the applicable extent indicated. This Amendment complies with Local Contract Review Board Rules.

WHEREAS, the SUBRECIPIENT and COUNTY entered into those certain Subrecipient Agreement documents for the provision of services dated July 1, 2017 as may be amended (“agreement”);

WHEREAS, the Contractor and County desire to amend and restart the Agreement in its entirety as of July 1, 2018 and otherwise modify it as set forth herein;

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

- I. **Amend** The maximum not-to-exceed compensation payable to Subrecipient under this agreement for the period of July 1, 2018 through June 30, 2019 is:
 4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$57,794**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
 - a. **Grant Funds.** The COUNTY’s funding of **\$53,594** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
 - a. **Other Funds.** The COUNTY’s funding of **\$4,200** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation.

TO READ:

4. **Grant Funds.** The maximum, not to exceed, agreement amount that the COUNTY will pay is **\$79,169**. This is a cost reimbursement agreement and disbursements will be made in accordance with the requirements contained in Exhibit 5 – Reporting Requirements and Exhibit 6 – Budget and Units of Services. Failure to comply with the terms of this Agreement may result in withholding of payment. (The split between funding sources is outlined in Exhibit 5 – Budget and Units of Services.)
 - b. **Grant Funds.** The COUNTY's funding of **\$74,696** in grant funds for this Agreement is the Older Americans Act (CFDA: 93.043, 93.044, 93.052, 93.053) issued to the COUNTY by the State of Oregon, Department of Human Services, State Unit on Aging.
 - c. **Other Funds.** The COUNTY's funding of **\$4,200** for Physical Activity/Falls Prevention outlined in this agreement are from State of Oregon, Department of Human Services, State Unit on Aging, Special Program Allocation and **\$1,908** is from State of Oregon, Oregon Project Independence (OPI) for OPI Home Delivered Meals.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Amend:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2018-19

II. AMEND: Exhibit 5 - Budget and Units of Services - Unit Cost Schedule
 City of Wilsonville - Community Center
 Subrecipient Grant Agreement #18-011, Amendment 3

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA Match	NSIP Funds	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP					
CFDA Number	93.044	93.045	93.045	93.043	N/A	93.053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	\$2,106				234				73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894				211				67	\$2,105	\$28.33
Info. & Assistance	\$1,460				162				65	\$1,622	\$22.46
Transportation	\$5,371				597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$3,300	0		4,200		100 Classes	\$7,500	\$75.00
OAA/NSIP Food Service		\$8,880	\$6,107		1,667	\$8,663		\$13,200	13,750	38516.6	\$1.28
OAA Meal Site Mngt.		\$9,369	\$6,444		1,758				13,750	\$17,571	\$0.68
TOTALS	\$10,831	\$18,249	\$12,551	\$3,300	\$4,629	\$8,663	\$4,200	\$13,200		\$75,623	

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

Prog. Income = Program Income/Participant Donations

CONTRACT AMOUNT: 57,794

Federal Award Total **\$ 53,594**

To Read:

CITY OF WILSONVILLE - COMMUNITY CENTER

Fiscal Year 2018-19

	OAA III B Funds	OAA III C1 Funds	OAA III C2 Funds	OAA III D Funds	OAA Match	NSIP Funds	Other State Funds	Prog. Income	NO. OF UNITS	TOTAL COST	REIMBURSE- MENT RATE
Federal Award Numbers	16AAORT3SS	16AAORT3CM	16AAORT3HD	16AAORT3PH		16AAORNSIP					
CFDA Number	93.044	93.045	93.045	93.043	N/A	93.053					
Service Category	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Case Management	\$2,106				234				73 Hrs	\$2,340	\$28.84
Reassurance	\$1,894				211				67	\$2,105	\$28.33
Info. & Assistance	\$1,460				162				65	\$1,622	\$22.46
Transportation	\$5,371				597				1,343	\$5,968	\$4.00
PHYSICAL ACTIVITY/ FALLS PREVENTION				\$3,300	0		4,200		100 Classes	\$7,500	\$75.00
OAA/NSIP Food Service		\$11,756	\$12,114		2,654	\$9,843		\$14,880	15,500	51246.84	\$1.39
OAA Meal Site Mngt.		\$13,359	\$13,766		3,016				15,500	\$30,141	\$0.86
OPI HDM							1,908		200	\$1,908	\$9.54
TOTALS	\$10,831	\$25,115	\$25,880	\$3,300	\$6,875	\$9,843	\$4,200	\$14,880		\$102,832	

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

Prog. Income = Program Income/Participant Donations



CONTRACT AMOUNT: 79,169

Federal Award Total \$ 74,969

City of Wilsonville – Community Center
Subrecipient Grant Agreement #18-011, Amendment 3

Except as set forth herein, the County and the Contractor ratify the remainder of the Contract and affirm that no other changes are made hereby.

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

City of Wilsonville  By: _____ Bryan Cosgrove, City Manager 7/15/19 _____ Date	CLACKAMAS COUNTY Commissioner: Jim Bernard, Chair Commissioner: Sonya Fischer Commissioner: Ken Humberston Commissioner: Paul Savas Commissioner: Martha Schrader Signing on Behalf of the Board: _____ Richard Swift, Director Health, Housing & Human Services Dept. _____ Date
Approved as to Content:  Brian Stevenson, Senior Services Manager 7/15/19 _____ Date	

August 1, 2019

Board of Commissioners
Clackamas County

Members of the Board:

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

Purpose/ Outcomes	This Agreement provides funding to the County for local administration of Choice Model Services for eligible residents of Clackamas County.
Dollar Amount and Fiscal Impact	Maximum value of this revenue agreement is \$1,271,839.51
Funding Source	State of Oregon, Oregon Health Authority funding.
Duration	Effective July 1, 2019 through December 31, 2020.
Previous Board Action	The 2017-2019 biennial Choice Model Services Agreement was approved by the Board on September 28, 2017, Agenda Item 092817-A1.
Counsel Review	Counsel reviewed and approved Agreement July 22, 2019.
Strategic Plan Alignment	1. Individuals and families in need are healthy and safe. 2. Ensure safe, healthy and secure communities.
Contact Person	Mary Rumbaugh, Director – Behavioral Health Division – 503-742-5305
Contract No.	#9401

BACKGROUND:

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

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

This Agreement, with a maximum value of \$1,271,839.51, is effective from July 1, 2019 and continues through December 31, 2020.

RECOMMENDATION:

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

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Richard Swift, For".

Richard Swift, Director
Health, Housing and Human Services



Agreement Number 159275

**STATE OF OREGON
INTERGOVERNMENTAL AGREEMENT**

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

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

**Clackamas County acting by and through its Behavioral Health Division
2051 Karen Road, Suite 154
Oregon City, Or 97045
Attention: Behavioral Health Contracts and
Elise Thompson
Telephone: (503) 742-5316
Facsimile: (503) 742-5312**

E-mail address: BHContracts@clackamas.us and ETHompson@clackamas.us

hereinafter referred to as "County."

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

**Health Systems Division
Adult Behavioral Health & Housing
500 Summer Street NE, E86
Salem, OR 97301-1118
Agreement Administrator: Michael Oyster or delegate
Telephone: (503) 945-9813
Facsimile: (503) 378-8467
E-mail address: MICHAEL.W.OYSTER@dhs.oha.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 **July 1, 2019**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire **on December 31, 2020**. 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: *[Reserved]*
- (7) Exhibit E: Financial Pages

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 B, A, C, and E.

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 as set forth in Exhibit E, "Financial Pages." OHA will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

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

4. Contractor or Subrecipient Determination.

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

County is a Subrecipient County is a Vendor Not applicable

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

5. County Data and Certification.

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

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

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

Street address: _____
2051 Kaen Road, Suite 154

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

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

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

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

Workers' Compensation Insurance Company: _____
Self-insured

Policy #: _____
N/A Expiration Date: _____
Ongoing

- b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the County hereby certifies under penalty of perjury that:
- (1) The County is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, County shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, County acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. County may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
 - (2) The County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) the County and that pertains to this Agreement or to the project for which the Agreement work is being performed. The County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the County;
 - (3) The information shown in this Section 5a. "County Information", is County's true, accurate and correct information;

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

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

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 acting by and through its Behavioral Health Division

By:

Authorized Signature

Printed Name

Title

Date

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

By:

Authorized Signature

Printed Name

Title

Date

Approved by: Director, OHA Health Systems Division

By:

Authorized Signature

Printed Name

Title

Date

Approved for Legal Sufficiency:

Approved by Jeffrey J. Wahl, Senior Assistant Attorney General, on June 21, 2019; email in Agreement file.

OHA Program:

Approved by Theresa Naegeli on June 26, 2019; email in Agreement file.