



AGENDA

THURSDAY, OCTOBER 10, 2013 - 10:00 AM BOARD OF COUNTY COMMISSIONERS

Beginning Board Order No. 2013-80

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

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 hearing. Testimony is limited to three (3) minutes. Comments shall be respectful and courteous to all.)*

III. PRESENTATION *(Following are items of interest to the citizens of the County)*

1. Presentation for Domestic Violence Awareness Month (Cindy Becker, Health, Housing and Human Services)

IV. DISCUSSION ITEMS *(The following items will be individually presented by County staff or other appropriate individuals. Citizens who want to comment on a discussion item may do so when called on by the Chair.)*

-NO DISCUSSION ITEMS SCHEDULED

V. 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 Study Session. 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

- 2 1. Approval of Mental Health Director's Designee to Authorize a Custody Hold Under ORS 426.233 – Behavioral Health
- 3 2. Approval of an Agency Services Contract with Clackamas Women's Services For Shelter and Crisis Services to Domestic Violence Victims - Children, Youth & Families
- 4 3. Approval of a Construction Contract between Clackamas County Health, Housing & Human Services, Community Development Division and Elting Northwest, Inc. for the Kellogg Avenue Street Improvements Project – Community Development
- 5 4. Approval of Interagency Amendment No. 1 between Community Development and the Department of Transportation and Development for the Kellogg Avenue Street Improvements Project - Community Development

- 6
5. Approval of an Intergovernmental Agreement with the State of Oregon, Department of Human Services, Children, Adults and Families Division for Alcohol and Drug Screenings and Case Management Services – *Behavioral Health*

B. Department of Transportation & Development

- 7
1. Board Order No. _____ Adopting the Vacation of 27th Place in Milwaukie Park, Plat Number 155

C. Elected Officials

- 8
1. Approval of Previous Business Meeting Minutes – *BCC*
 2. Approval of an Intergovernmental Agreement between Clackamas County District Attorney's Office and Multnomah County - *DA*
 - 9
 - 10
 3. Approval of a Local Grant Agreement between Clackamas County District Attorney's Office and the Children's Center - *DA*

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.

<http://www.clackamas.us/bcc/business/>

October 10, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Update Presentation on Domestic Violence Awareness Month Activities

Purpose/Outcomes	Update the Board on Domestic Violence Month Activities and announce a campaign to collect needed items for DV survivors.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	N/A
Duration	N/A
Previous Board Action	N/A
Contact Person	Cindy Becker
Contract No.	N/A

BACKGROUND:

October is Domestic Violence Awareness Month throughout the country. Domestic violence continues to be a serious crime in Clackamas County that affects people of all races, ages, gender, and income levels. A stable family is the foundation of a safe and healthy community and it is the goal of Clackamas County for our communities to be healthy and safe.

Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

We encourage all citizens of the County to join in this observance and urge everyone in the community to learn more about domestic violence and how to address it both individually and collectively. There are many activities occurring in the County for DV month. We have posted these activities on our website www.endabuseclackamas.org.

Clackamas County and the Clackamas County Sheriff's Department are also opening a new Family Justice Center, in cooperation with many community partners, including: Clackamas Women's Services, Los Ninos Cuentan, Oregon State DHS, Legal Aid, Catholic Charities, and Abuse Recovery and Ministry Services. The new Family Justice Center, which we are calling A Safe Place, will provide many needed services and support for survivors of domestic violence and their families. We anticipate the opening of A Safe Place to take place in mid-November.

As a way to support the opening of A Safe Place, H3S would like to announce the kickoff of a donation campaign to collect emergency kits for survivors of domestic violence. In many cases, survivors and their families don't have access to their homes, and are in need of basic necessities, such as toiletries, coats, shoes, and school supplies for their children. We have partnered with Clackamas Credit Union to set up drop off points at each of their locations throughout the County.

The collection period kicks off on Monday the 14th, and will continue through October and November. The attached flyer has more detail on the donation campaign.

Domestic Violence Awareness Month Events

October 7th

Afternoon Film Session: Film screening and discussion
The Spiritual Alliance to Stop Intimate Violence (SAIV)
Noon-3pm; Willow Room, Clark Commons - Marylhurst University
Call 503-680-3125 to reserve a seat
Free Admission; seating is limited

Open House

Eastside Concern (formally known as ChangePoint SE) and Puentes
3-6pm; 1949 SE 122nd Ave, Portland

October 9th

A Call to Action: Creating Safe and Healthy Communities
Speaker: Tony Porter, founder of A Call to Men
7-9pm; Smith Memorial Union Ballroom, Portland State University
Tickets available though PSU Box Office – 503.725.3307
Free for PSU students, \$10 for community members

October 11th

7th Annual Multnomah FVCC Celebration & Judge Herrell Award Presentation
Award Winners: Puanani Lalakea, VOA Home Free; Sara Windsheimer, Safety First
11:45-1:30pm; Multnomah Building Boardroom – 501 SE Hawthorne Blvd

October 12th

Annual fundraising banquet to support domestic violence survivors
Abuse Recovery & Ministry Services (ARMS)
Details TBD

October 16th

Domestic Violence Awareness Month Coffee Talk
Children, Youth & Families Division
10am-12pm; DSB 115 - 150 Beaver Creek Rd, Oregon City

October 18th

Los Niños
Vigil at Beautiful Savior Lutheran Church in Happy Valley
10:00AM

October 23rd

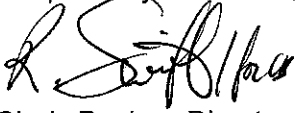
Harvest of Hope Luncheon
Clackamas Women's Services
11:30-1pm; Abernethy Center, 606 15th Street, Oregon City
RSVP by October 15th to Chris Wilhite at (503) 212-2897 ext. 102 or chrisw@cwsor.org.

For Domestic Violence Awareness events throughout Oregon, visit: www.ocadsv.com/what-we-do/public-awareness/dvam

RECOMMENDATION:

Staff recommends the Board join in observance of Domestic Violence Awareness month and continued support for the collective effort of reducing Domestic Violence in Clackamas County.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "C. Becker". The signature is fluid and cursive, with a large initial "C" and "B".

Cindy Becker, Director

October 10, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Mental Health Director's
Designee to Authorize a Custody Hold Under ORS 426.233

Purpose/Outcomes	The Clackamas County Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of Jessica Glover, LCSW with CCBH, Tracy Shadle, LCSW with CCBH, Emily Ketola, LCSW with CCBH, Susan Quilty, MS Ed with CCBH, Gina Patriarca, MS with Lifeworks NW, Christopher Hoots, MA with Lifeworks NW, and Stephanie Rope, MS with Lifeworks NW, by the CCBH Director as additional designee authorized under ORS 426.233.
Dollar Amount and Fiscal Impact	N/A
Funding Source	N/A
Safety Impact	None
Duration	Effective October 10, 2013 through duration of employment
Previous Board Action	N/A
Contact Person	Martha Spiers, Mental Health Program Mgr. – Behavioral Health Division – 503-742-5833
Contract No.	N/A

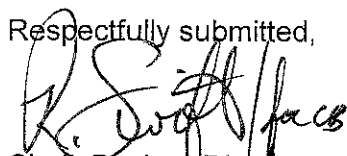
BACKGROUND:

The Behavioral Health Division (CCBH) of the Health, Housing and Human Services Department requests the Board approve the Designation of additional designees authorized under ORS 426.233 (copy attached), the mental health designee will be authorized to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division.

RECOMMENDATION:

Staff recommends the Board approve the Board Order of Jessica Glover, LCSW with CCBH, Tracy Shadle, LCSW with CCBH, Emily Ketola, LCSW with CCBH, Susan Quilty, MS Ed with CCBH, Gina Patriarca, MS with Lifeworks NW, Christopher Hoots, MA with Lifeworks NW, and Stephanie Rope, MS with Lifeworks NW, as additional qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

Respectfully submitted,


 Cindy Becker, Director

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

In the Matter of the Designation of Jessica Glover, LCSW with CCBH, Tracy Shadle, LCSW with CCBH, Emily Ketola, LCSW with CCBH, Susan Quilty, MS Ed with CCBH, Gina Patriarca, MS with Lifeworks NW, Christopher Hoots, MA with Lifeworks NW, and Stephanie Rope, MS with Lifeworks NW, as Mental Health Director Designee to Direct Peace Officer Custody Holds



ORDER NO.

This matter coming on at this time to be heard, and it appearing to this Board that Cindy Becker, Director of Health, Housing & Human Services Department, has recommended to this Board the approval of Jessica Glover, LCSW with CCBH, Tracy Shadle, LCSW with CCBH, Emily Ketola, LCSW with CCBH, Susan Quilty, MS Ed with CCBH, Gina Patriarca, MS with Lifeworks NW, Christopher Hoots, MA with Lifeworks NW, and Stephanie Rope, MS with Lifeworks NW, as additional designee of the Behavioral Health Division Director, authorized under ORS 426.233 to direct a peace officer to take a person into custody and remove the person to a hospital or non-hospital facility approved by the Oregon Mental Health and Developmental Disability Services Division, and

This Board finds that it would be in the best interest of Clackamas County to approve said designations,

IT IS THEREFORE HEREBY ORDERED that Clackamas County approve the designation of Jessica Glover, LCSW with CCBH, Tracy Shadle, LCSW with CCBH, Emily Ketola, LCSW with CCBH, Susan Quilty, MS Ed with CCBH, Gina Patriarca, MS with Lifeworks NW, Christopher Hoots, MA with Lifeworks NW, and Stephanie Rope, MS with Lifeworks NW, as qualified mental health professional authorized to direct a peace officer to take a person into custody under ORS 426.233.

ADOPTED this 10th day of October, 2013.

BOARD OF COUNTY COMMISSIONERS

Chair

Recording Secretary

426.233 Authority of community mental health program director and of other persons; costs of transportation. (1)(a) A community mental health program director operating under ORS 430.610 to 430.695 or a designee thereof, under authorization of a county governing body, may take one of the actions listed in paragraph (b) of this subsection when the community mental health program director or designee has probable cause to believe a person:

(A) Is dangerous to self or to any other person and is in need of immediate care, custody or treatment for mental illness; or

(B)(i) Is a mentally ill person placed on conditional release under ORS 426.125, outpatient commitment under ORS 426.127 or trial visit under ORS 426.273; and

(ii) Is dangerous to self or to any other person or is unable to provide for basic personal needs and is not receiving the care that is necessary for health and safety and is in need of immediate care, custody or treatment for mental illness.

(b) The community mental health program director or designee under the circumstances set out in paragraph (a) of this subsection may:

(A) Notify a peace officer to take the person into custody and direct the officer to remove the person to a hospital or nonhospital facility approved by the Oregon Health Authority;

(B) Authorize involuntary admission of, or, if already admitted, cause to be involuntarily retained in a nonhospital facility approved by the authority, a person approved for care or treatment at a nonhospital facility by a physician under ORS 426.232;

(C) Notify a person authorized under subsection (3) of this section to take the person into custody and direct the authorized person to remove the person in custody to a hospital or nonhospital facility approved by the authority;

(D) Direct a person authorized under subsection (3) of this section to transport a person in custody from a hospital or a nonhospital facility approved by the authority to another hospital or nonhospital facility approved by the authority as provided under ORS 426.235; or

(E) Direct a person authorized under subsection (3) of this section to transport a person in custody from a facility approved by the authority to another facility approved by the authority as provided under ORS 426.060.

(2) A designee under subsection (1) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the county governing body before assuming the authority permitted under subsection (1) of this section.

(3) The county governing body may, upon recommendation by the community mental health program director, authorize any person to provide custody and secure transportation services for a person in custody under ORS 426.228. In authorizing a person under this subsection, the county governing body shall grant the person the authority to do the following:

(a) Accept custody from a peace officer of a person in custody under ORS 426.228;

(b) Take custody of a person upon notification by the community mental health program director under the provisions of this section;

(c) Remove a person in custody to an approved hospital or nonhospital facility as directed by the community mental health program director;

(d) Transfer a person in custody to another person authorized under this subsection or a peace officer;

(e) Transfer a person in custody from a hospital or nonhospital facility to another hospital facility or nonhospital facility when directed to do so by the community mental health program director; and

(f) Retain a person in custody at the approved hospital or nonhospital facility until a physician makes a determination under ORS 426.232.

(4) A person authorized under subsection (3) of this section must be recommended by the community mental health program director, meet the standards established by rule of the authority and be approved by the governing body before assuming the authority granted under this section.

(5) The costs of transporting a person as authorized under ORS 426.060, 426.228 or 426.235 by a person authorized under subsection (3) of this section shall be the responsibility of the county whose peace officer or community mental health program director directs the authorized person to take custody of a person and to transport the person to a facility approved by the authority, but the county shall not be responsible for costs that exceed the amount provided by the state for that transportation. A person authorized to act under subsection (3) of this section shall charge the cost of emergency medical transportation to, and collect that cost from, the person, third party payers or otherwise legally responsible persons or agencies in the same manner that costs for the transportation of other persons are charged and collected. [1993 c.484 §5; 1997 c.531 §5; 2009 c.595 §405]

October 10, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of an Agency Services Contract with Clackamas Women's Services
 For Shelter and Crisis Services to Domestic Violence Victims

Purpose/Outcomes	The Agency Services Contract agreement with Clackamas Women's Services will provide shelter beds and crisis services to a minimum of 50 households experiencing domestic violence and advocacy and community education to 40 volunteers to provide 24 community-based trainings to educate about issues relating to domestic violence to increase support/assistance to survivors, including a minimum of 3 weekly support groups to a minimum of 100 survivors in 5 different groups (Latina, Adolescent, Rural, and two community groups).
Dollar Amount and Fiscal Impact	\$190,000
Funding Source	County General Fund
Safety Impact	N/A
Duration	Effective July 1, 2013 and terminates on June 30, 2014
Previous Board Action	N/A
Contact Person	Korene Mather, x 5683
Contract No.	6457

BACKGROUND:

The Children, Youth & Families Division of the Health, Housing and Human Services Department requests the approval of an Agency Service Contract with Clackamas Women's Services for Domestic Violence Shelter Beds/Crisis Support and Domestic Violence Advocacy/Community Education.

Services to be provided under this contract include: Shelter beds to 50 households experiencing domestic violence (DV), crisis support to DV survivors, recruitment and certification of 40 volunteers to provide operational and direct services to survivors, 24 community-based DV education presentations, and support group services to a minimum of 100 DV survivors.

This contract has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends that the Board approve this contract and authorize Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


 Cindy Becker, Director

AGENCY SERVICE CONTRACT
(Regular Services or Community Development)
(FY13-14)

COPY

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 Clackamas Women's Services hereinafter called "AGENCY."

I. SCOPE OF SERVICES

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

Provide **Domestic Violence Shelter Beds and Crisis Services AND Domestic Violence Advocacy and Community Education** services as described in Work Plan Exhibit 1 attached hereto.

- 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, 2013. This agreement shall terminate June 30, 2014.

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 **\$190,000 (\$165,000 Shelter; \$25,000 Advocacy/Community Education)**.

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.
- 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,

AGENCY SERVICE CONTRACT

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

AGENCY SERVICE 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.
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

AGENCY SERVICE CONTRACT

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.

AGENCY SERVICE CONTRACT

This contract consists of three sections plus the following attachments which by this reference are incorporated herein:

- Exhibit 1 Scope of Work, Performance Standards, and Work Plan
- Exhibit 2 Reporting Requirements
- Exhibit 3 Budget

AGENCY



By

Melissa Erlbaum
Name (Typed)

Executive Director
Title

9-30-2013
Date

704 Main Street, Suite 200
Street Address

Oregon City, OR 97045
City/Zip

(503) 722-2366
Phone Number

93-090019
TIN, FIN or S.S.#

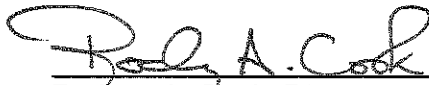
CLACKAMAS COUNTY

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

Signing on Behalf of the Board:

Cindy Becker, Director
Health, Housing and Human Services

Date



Rodney A. Cook, Director
Children, Youth & Families Division

10-1-13
Date

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, 2013
 - 2nd Quarter, Oct 1 – Dec 31: due on Jan 15, 2014
 - 3rd Quarter, Jan 1 – Mar 31: due on Apr 15, 2014
 - 4th Quarter, Apr 1 – Jun 30: due on Jul 15, 2014
 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 October 31, 2013.
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 workplan 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

AGENCY SERVICE CONTRACT

give written 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 workplan 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.

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
MONTHLY FISCAL REPORT (FY 13-14) - Exhibit 3**

Organization:	Clackamas Women's Services	Report For:	<input checked="" type="checkbox"/> Jul 13	<input type="checkbox"/> Aug 13	<input type="checkbox"/> Sep 13
Service:	DV Advocacy		<input type="checkbox"/> Oct 13	<input type="checkbox"/> Nov 13	<input type="checkbox"/> Dec 13
Program Contact:	Melissa Earlbaum		<input type="checkbox"/> Jan 14	<input type="checkbox"/> Feb 14	<input type="checkbox"/> Mar 14
Date:	July 1, 2013		<input type="checkbox"/> Apr 14	<input type="checkbox"/> May 14	<input type="checkbox"/> Jun 1

Category	Approved Grant Amount	Approved Match Amount	Approved Total Program Amount	Monthly Grant Expenditure	Monthly Match Expenditure	Total Monthly Expenditure	YTD Grant Expenditure	YTD Match Expenditure	Total YTD Expenditure
Personnel (List salary, FTE & Fringe costs for each position)									
Vol. & Comm Education Coord .44 FTE	\$ 17,514.00	\$ 22,486.00	\$ 40,000.00			\$ -	\$ -	\$ -	\$ -
Vol & Comm Education Coord .44 FIE Fringe Benefits	\$ 3,736.00	\$ 4,778.00	\$ 8,514.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Personnel Svcs	\$ 21,250.00	\$ 27,264.00	\$ 48,514.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration									
Administration	\$ 2,500.00		\$ 2,500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Administration	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Supplies									
Program Supplies	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Equipment									
Equipment Maint/Rental			\$ -			\$ -	\$ -	\$ -	\$ -
Non-Capital Equip Purchases			\$ -			\$ -	\$ -	\$ -	\$ -
General Office			\$ -			\$ -	\$ -	\$ -	\$ -
Rent			\$ -			\$ -	\$ -	\$ -	\$ -
Postage			\$ -			\$ -	\$ -	\$ -	\$ -
Printing			\$ -			\$ -	\$ -	\$ -	\$ -
Phone			\$ -			\$ -	\$ -	\$ -	\$ -
Insurance(s)			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Professional Fees & Contract Svcs									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel									
Conferences & Training			\$ -			\$ -	\$ -	\$ -	\$ -
Mileage	\$ 250.00		\$ 250.00			\$ -	\$ -	\$ -	\$ -
Additional (please specify)									
			\$ -			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 1,250.00	\$ 1,000.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 25,000.00	\$ 28,264.00	\$ 53,264.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Commission on Children and Families Work Plan

Provider: **Clackamas Women's Services**
 Activity: **DV Advocacy**
 Contact: **Melissa Erlbaum**
 Contract Period: **July 1, 2013 - June 30, 2014**

Activities/Outputs	Intermediate Outcomes/Measurement Tool		1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Total
<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. Expressed in terms of a percent improvement. List FMORS #. Identify the instrument used to measure the effectiveness of the activity or program and the timing of its use.</i>	# Served					
		# Assessed					
		# Successful					
		% Successful					
CWS will provide at least two trainings to a minimum of 40 volunteers during this grant period. To ensure quality services for survivors in the community this training is 40 hrs and certified by the State of Oregon Department of Human Services. One in October 2012 and one in late winter/early spring 2013.	100% of volunteers, community partners, and the general public that receive the comprehensive advocacy and safety planning training will report that they have gained skills and/or knowledge about DV	# volunteers completing certified training					
		% of volunteers receiving training reporting that they have gained skills and/or knowledge about DV					
		# of training sessions offered					
CWS will give 24 community-based education presentations.	85% of community members will report an increase in knowledge of DV and local resources.	# of presentations					
		# of participants					
		% of participants reporting that they gained knowledge about DV and local resources					
By June 30, 2013 CWS will provide three weekly support groups for a minimum of 100 survivors of domestic violence. A minimum of 5 total groups within this grant period (Latina, Adolescent, Rural and 2 Community groups) will be provided throughout Clackamas County.	85% of support group participants will report that they know more about resources and how to access them.	# of participants receiving DV survivor support group services					
		% of participants reporting that they know more about resources and how to access them.					

**Children, Youth & Families Division
2013-2014 DV Work Plan
Comments and Narrative**

Quarter 1:

Quarter 2:

Quarter 3:

Quarter 4:

Supplies									
Office Supplies	\$ 400.00		\$ 400.00			\$ -	\$ -	\$ -	\$ -
Office Supplies (Education)	\$ 500.00		\$ 500.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Travel			\$ -			\$ -	\$ -	\$ -	\$ -
Travel (Shelter)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Travel (Rural)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
Conference & Training (Shelter)	\$ 1,000.00		\$ 1,000.00			\$ -	\$ -	\$ -	\$ -
			\$ -			\$ -	\$ -	\$ -	\$ -
Additional (please specify)			\$ -			\$ -	\$ -	\$ -	\$ -
Client Aide (Shelter)	\$ 17,500.00		\$ 17,500.00			\$ -	\$ -	\$ -	\$ -
Support Groups (Shelter)	\$ 2,500.00		\$ 2,500.00			\$ -	\$ -	\$ -	\$ -
Children's Program Curriculum (Shelter)	\$ 2,500.00		\$ 2,500.00			\$ -	\$ -	\$ -	\$ -
Translation (Shelter)	\$ 15,000.00		\$ 15,000.00			\$ -	\$ -	\$ -	\$ -
Total Program Costs	\$ 41,400.00	\$ -	\$ 41,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Grant Costs	\$ 165,000.00	\$ -	\$ 165,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please provide information on any budget anomalies in the budget above:

Clackamas County Children, Youth & Families Division Work Plan and Quarterly Report

Provider: **Clackamas Women's Services**
 Activity: **DV Shelter Beds and Crisis Support Services**
 Contact: **Melissa Erlbaum**
 Contract Period: **July 1, 2013 - June 30, 2014**

Activities/Outputs	Intermediate Outcomes/Measurement Tool	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Total
<i>Description of program or project and methods for providing program.</i>	<i>The effectiveness of an activity or program in terms of quantity (amount or frequency) or quality. Expressed in terms of a percent improvement.</i>					
By June 30, 2014, CWS will provide crisis shelter beds to a minimum of 50 households.	85% of crisis shelter heads of household will report that after working with this agency, that they have a safety plan and have new options on how to stay safe.	# of individuals receiving crisis shelter	#adults			
			#children			
		% of crisis shelter heads of household with a safety plan and reporting new options to stay safe				
By June 30, 2014, CWS shelter beds will be utilized at full capacity for the entire fiscal year	95% of shelter beds will be utilized by survivors of domestic violence and their children	# beds filled	#adults			
			#children			
		% beds filled				
		Average length of stay in # of nights				
By June 30, 2014, CWS will provide crisis support to 300 individuals. Families will receive crisis support, safety planning, assistance with restraining orders, parenting education, family violence information and support, and access to other CWS and community services, education and support (includes shelter and community based services).	85% of crisis support participants will report that after working with this agency, they know more about available resources and how to access them to stay safe	# of individuals receiving crisis support services	#adults			
			#children			
		# of individuals turned down for crisis support services due to a lack of capacity	#adults			
			#children			
By June 30, 2014, CWS will provide crisis support to 75 rural individuals. Families will receive crisis support, safety planning, assistance with restraining orders, parenting education, family violence information and support, and access to other CWS and community services, education and support.	85% of rural crisis support participants will report that after working with this agency, they know more about available resources and how to access them to stay safe	# of rural individuals receiving crisis and support services	adults			
			children			
		% of individuals with a safety plan and reporting that they have new options on how to stay safe				
		# of individuals turned down for crisis support due to a lack of capacity	adults			
			children			

By June 30, 2014, CWS will utilize trained staff to provide 24 hour crisis line support, (including: safety planning, crisis intervention, information/referral using interpretive services), to survivors of domestic violence, sexual assault and stalking as well as information, support and consultation to friends/family and community partners.

# of crisis calls for shelter					
# calls for resources/referrals					
# calls for support					

System Development

By June 30, 2014, progress will be made toward developing and implementing an evaluation method for the 24-hour crisis line

Provide a brief description of activities and progress toward this goal in the narrative section

**Children, Youth & Families Division
Work Plan 2013-2014
Comments and Narrative**

1st Quarter:

2nd Quarter:

3rd Quarter:

4th Quarter:

October 10, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of a Construction Contract between Clackamas County Health, Housing & Human Services, Community Development Division and Elting Northwest, Inc. for the Kellogg Avenue Street Improvements Project

Purpose/Outcomes	This Construction Contract with Elting Northwest, Inc. for street improvement services.
Dollar Amount and Fiscal Impact	The contract amount is \$261,337.25. This contract is for Fiscal Year 2013-2014.
Funding Source	Community Development Block Grant Funds (Federal Funds): \$185,000.00 County Road Funds: \$ 51,337.25 Oak Lodge Sanitary District Funds: \$ 25,000.00 Total Project Funds: \$261,337.25 No County General Funds are involved.
Safety Impact	To provide local children safe access to nearby Concord Elementary School
Duration	Effective October 15, 2013 and terminates before December 15, 2013
Previous Board Action	Project was approved by BCC as part of the 2012 Action Plan on April 26, 2012.
Contact Person	Steve Kelly – Community Development: 650-5665
Contract No.	CD-6445

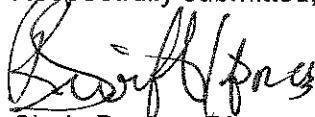
BACKGROUND:

The Department of Transportation and Development (DTD) requested CDBG funds from the Community Development Division (CDD) for pedestrian safety along Kellogg Avenue in Milwaukie. The project is to fill open ditches, provide improved drainage, new curbs and sidewalks. CDD will provide project coordination representing Clackamas County. DTD will provide all engineering services. This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this contract and authorize Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,


Cindy Becker, Director

**AGREEMENT FOR PUBLIC WORKS CONSTRUCTION WORK
BETWEEN OWNER AND CONTRACTOR**

OWNER

Clackamas County
Community Development Division
2051 Kaen Road, Suite 245
Oregon City, OR 97045

CONTRACTOR

Elting Northwest, Inc.
PO Box 1400
Clackamas, OR 97015

THIS AGREEMENT is entered into by and between Clackamas County, Oregon (hereinafter called OWNER) and Elting Northwest, Inc. (hereinafter called CONTRACTOR) and is dated as of the date it is signed by the OWNER.

This Contract for construction has been prepared for use with the ODOT Specifications for Construction of the Construction Contract (2008, APWA Oregon Chapter, Volume 1) prepared by the Engineer's Joint Contract Documents Committee.

This Contract is the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein, and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties relating to the subject matter of this contract. This contract, or any modification of this contract, will not be binding on either party except as signed by authorized agents of both parties.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. Work consists of: emakeing pedestrian safety improvements by enclosing approximately 400 feet of open ditches, installing drainage facilities, constructing curbs and porous concrete sidewalks, and performing a small pavement overlay as outline in Schedule A & B. This is hereinafter referred to as the PROJECT.

ARTICLE 2: ENGINEER

The Project has been designed by Clackamas County – Depart. Of Transportation & Development who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3: CONTRACT TIME

3.1. Time is of the essence in this Contract and the CONTRACTOR agrees that **all work shall be substantially completed by November , 2013 (30 days at 95% completion) with a contract completion date of November , 2013 (4 days, minor corrections).** The project is to commence within ten (10) calendar days after the date of Notice To Proceed by the COUNTY. If the Notice To Proceed is delayed, the time schedule will be adjusted accordingly.

3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Section 00180 of the ODOT Specifications for Construction. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **\$250** for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 The Contractor will be held to the timeline of the project, once the project begins. Unforeseen conditions that may cause a delay will be reviewed and determined by the Owner and the Architect. Additional work days may be granted to the Contractor.

ARTICLE 4: CONTRACT PRICE

4.1. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

4.1.1 In consideration of the faithful performance of the work herein embraced, as set forth in these Contract Documents, and in accordance with the direction of the ENGINEER and to his satisfaction to the extent provided in the Contract Documents, the OWNER agrees to pay to the CONTRACTOR the amount bid, as adjusted in accordance with the Contract Documents, and based on the proposal made by the CONTRACTOR, to make such payments in the manner and times provided in the Contract Documents.

4.2 The Contract Price shall be for **Two Hundred Sixty One Thousand Three Hundred Thirty Seven Dollars and Twenty Five Cents (\$261,337.25)** which are described in the Contract Documents and are hereby accepted by the Owner.

4.3 The CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. In the

performance of the work to be done under this contract, the CONTRACTOR shall use every reasonable and practicable means to avoid damage to property and injury to persons. The CONTRACTOR shall use no means or methods which will endanger, unnecessarily, either persons or property. The responsibility of the CONTRACTOR stated herein shall cease upon the work being accepted as complete by the OWNER.

ARTICLE 5: PAYMENT PROCEDURES

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Section 00195 of the ODOT Specifications for Construction. Applications for Payment will be processed by ENGINEER as provided in the ODOT Specifications for Construction.

5.2. Progress Payments. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in the ODOT Specifications for Construction (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.2.1. At least twenty-eight (28) days before each payment falls due (but not more than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require.

5.2.2 ENGINEER will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case CONTRACTOR may make the necessary corrections and resubmit the Application. Within twenty-one (21) days after presentation of the Application for payment with ENGINEER's recommendation of payment, the amount recommended will become due and when due, will be paid by OWNER to CONTRACTOR.

5.2.3. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction.

95% of Work completed and approved by the ENGINEER.

95% of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in Section 00195.60 of the ODOT Specifications for Construction).

5.2.4. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Section 00195.50(b) of the ODOT Specifications for Construction. The OWNER reserves the right to withhold 5% of the total project payment until all work is completed and approved by the ENGINEER.

5.3. Final Payment. Upon final completion and acceptance of the Work in accordance with Section 00195.90 of the ODOT Specifications for Construction, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Section 00195.90.

5.3.1 The Final Application for payment shall be accompanied by at least the following: (a) CONTRACTOR's Affidavit of Release of Liens; (b) CONTRACTOR's Affidavit of Payment of Debts and Claims; and (c) Consent of Surety to Final Payment. Once all three documents (a, b, and c) have been delivered to the OWNER for review and approval, the remaining 5% of the Project Construction Contract will be released to the CONTRACTOR.

5.4. Payments, Contributions and Liens:

5.4.1. Under the provisions of ORS 279C.505 the CONTRACTOR shall:

5.4.1.1. Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

5.4.1.2. Pay all contributions or amounts due the State Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

5.4.1.3. Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

5.4.1.4. Pay to the Revenue Department all sums withheld from the employees pursuant to ORS 316.197.

5.4.2. If the contract is for a public improvement, the CONTRACTOR shall demonstrate that an employee drug testing program is in place.

5.4.3. Under the provisions of ORS 279C.515, if the CONTRACTOR fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this contract as the claim becomes due, the proper officer representing the COUNTY may pay such claim to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due the CONTRACTOR by reason of the contract. If a CONTRACTOR or a first-tier subcontractor

fails, neglects or refuses to make prompt payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a contractor, the CONTRACTOR or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580 (3) and(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the CONTRACTOR or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the CONTRACTOR, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.

5.4.4. If the CONTRACTOR or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

ARTICLE 6: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 8) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect cost, progress, performance and furnishing of the Work.

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site as provided in Section 00120.15 of the ODOT Specifications for Construction. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the construction to be employed by CONTRACTOR and

safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

6.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

6.8. CONTRACTOR shall be licensed by the State of Oregon Construction Contractors Board (CCB) or licensed by the State Landscaping Contractors Board (LCB) as required by ORS 671.530 as well as not limited to the same requirements of any and all subcontractors on this PROJECT. If the CONTRACTOR's CCB license is not current during any phase of construction, the OWNER may consider the contract to be null and void immediately.

6.9. Prior to completion and final acceptance of work, the CONTRACTOR shall be held responsible for any injury or damage to the work or to any part thereof by action of the elements, or from any cause whatsoever, and the CONTRACTOR shall make good all injuries or damages to any portion of the work.

6.10. Except as otherwise provided in the Special Provisions of this contract, the ENGINEER shall make final inspection of work done by the CONTRACTOR within 10 days after written notification to the ENGINEER by the CONTRACTOR that the work is completed. If the work is not acceptable to the ENGINEER, the ENGINEER shall so advise the CONTRACTOR in writing as to the particular defects to be remedied before acceptance by the ENGINEER can be made.

ARTICLE 7: INDEMNITY – INSURANCE – BONDS

7.1 Indemnity. The CONTRACTOR agrees to indemnify, save harmless and defend the OWNER, its officers, commissioners and employees from and against all claims and action, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees.

7.2 Insurance.

7.2.1. As evidence of the insurance coverage required by this contract, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No contract shall be in effect until the required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration. The CONTRACTOR agrees to furnish the OWNER evidence of commercial general liability insurance in the amount of not less than \$4,000,000 combined single limit per occurrence/\$5,000,000 general annual aggregate for personal injury and property damage for the protection of the OWNER, 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 in any way related to this contract. The general aggregate shall apply separately to this project/location. The OWNER, at its option, may require a complete copy of the above policy.

7.2.2. If the CONTRACTOR has assistance of other persons in the performance of this contract, the CONTRACTOR, if it is a subject employer, agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. CONTRACTORS shall maintain employer's liability insurance with limits of \$100,000 each accident, \$100,000 disease each employee, and \$500,000 each policy limit.

7.2.3. If any other required 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.

7.2.4. The CONTRACTOR agrees to furnish the OWNER evidence of business automobile liability insurance in the amount of not less than \$500,000 combined single limit for bodily injury and property damage for the protection of the OWNER, its officers, commissioners and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this contract. The OWNER, at its option, may require a complete copy of the above policy.

7.2.5. The certificate of insurance, other than the pollution liability insurance shall include the OWNER as an expressly scheduled additional insured using form CG 20-10, CG 20-37, CG 32 61 or their equivalent. A blanket endorsement or automatic endorsement is not sufficient to meet this requirement. Proof of insurance must include a copy of the endorsement showing the OWNER as a scheduled insured. Such insurance shall provide sixty (60) days written notice to the OWNER 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 OWNER under this insurance.

This policy(s) shall be primary insurance as respects to the OWNER. Any insurance or self insurance maintained by the OWNER shall be excess and shall not contribute to it.

7.2.6. The CONTRACTOR shall obtain, at the CONTRACTOR'S expense and keep in effect during the term of the contract, CONTRACTOR'S Pollution Liability insurance covering the CONTRACTOR'S liability for a third party bodily injury and property damage arising from pollution conditions caused by the CONTRACTOR while performing their operations under the contract. The insurance coverage shall apply to sudden and accidental pollution events. Any coverage restriction as to time limit for discovery of a pollution incident and/or a time limit for notice to the insurer must be accepted by the OWNER. The insurance coverage shall also respond to cleanup cost. This coverage may be written in combination with the commercial general liability insurance or professional liability insurance. The policy's limits shall not be less than \$1,000,000 each loss / \$1,000,000 aggregate. The policy shall be endorsed to state that the general aggregate limit of liability shall apply separately to this contract. Any selfinsured retention / deductible amount shall be submitted to the OWNER for review and approval.

7.3 Bonds. The CONTRACTOR agrees to furnish to the OWNER bonds covering the performance of the contract and the payment of obligations each in the amount equal to the full amount of the contract as amended. Upon the request of any person or entity appearing to be a potential beneficiary of the bonds covering payment of obligations arising in the contract, the CONTRACTOR shall promptly furnish a copy of the bonds or shall permit a copy to be made. The CONTRACTOR shall secure, include costs thereof in the bid, and pay for a performance bond and payments bond in compliance of ORS 279C.380 and other applicable revised statutes issued by a bonding company licensed to transact business in the State of Oregon in accordance with the bid and performance bonds forms provided or others acceptable to the OWNER. The CONTRACTOR also agrees that the performance bond to be furnished as specified shall be such as to stay in force for a period of three hundred sixty-five days (365), after acceptance of the work by the COUNTY as a guarantee of repair or replacement of any item(s) of work found to be defective by reason of faulty workmanship or defective materials.

7.3.1. The CONTRACTOR shall have a public work bond filed with the Construction Contractors Board prior to starting work on the project, in accordance with ORS 279C.830. Additionally the CONTRACTOR shall include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work, in accordance with ORS 279C.830

ARTICLE 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 11, inclusive).

- 8.2. Exhibits to this Agreement (Exhibit if applicable, 1 page).
- 8.3. Performance and Labor Material Payment Bonds, Public Works Bond consisting of 5 pages.
- 8.4. 2008 ODOT Specifications for Construction (cover, pages 1 to 121, inclusive).
- 8.5. Supplementary Conditions, including:
- Special Conditions (pages 1 to 13, inclusive).
 - HUD Labor Standards, HUD-4010 (pages 1 to 5, inclusive).
 - Federal Prevailing (Davis-Bacon) Wage Decision **OR130001, Dated: 8/16/2013**
 - Type: HIGHWAY, Modification No. 10** (pages 1 to 20 inclusive).
 - State of Oregon (BOLI) Wage Rates Decision: **July 1, 2013** (30 total pages).
- 8.6. Specifications bearing the title “**Specifications for Proposed Street Improvements on Kellogg Avenue, Mobilization: Section 00210 through Erosion Materials: Section 03020**” (pages 1 to 67, total count of Clackamas County - DTD).
- 8.7. Drawing(s) bearing the title “**(CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT – KELLOGG AVENUE)**” consisting of 1 through 10 pages.
- 8.8. Addenda Number 1, Dated August 28, 2013, NO CHANGE to Davis-Bacon PWR, Cover Memo. Page, Revised Bid Proposal, New Manhole Dwgs, New Storm water Control, Water Quality Media (13 pages, inclusive).
- 8.9. CONTRACTOR's Bid (Bid Proposal (8 pages, inclusive).
- 8.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Section 00140.30 of the ODOT Specifications for Construction.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in Section 00140.30 of the ODOT Specifications for Construction.

ARTICLE 9: FEDERAL (Davis-Bacon) AND STATE (BOLI) PREVAILING WAGE RATES

Each worker in each trade or occupation employed in the performance of the contract either by the CONTRACTOR, subcontractor, or other person(s) doing or contracting for the whole or any part of the work on this contract, shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for this contract pursuant to Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.870.

ARTICLE 10: DESCRIPTION OF CONTRACTOR

10.1. The CONTRACTOR is engaged hereby as an independent CONTRACTOR and will be so deemed for purposes of the following.

10.1.1. The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this agreement.

10.1.2. This contract is not intended to entitle the CONTRACTOR to any benefits generally granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability, insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Public Employees Retirement System).

10.1.3. The CONTRACTOR certifies that at present, he or she, if an individual, is not a program, County, or federal employee.

ARTICLE 11: MISCELLANEOUS

11.1. Terms used in this Agreement which are defined in Section 00130- Award and Execution of Contract of the ODOT Specifications for Construction will have the meanings indicated in the ODOT Specifications for Construction.

11.2 The OWNER, through its AUTHORIZED REPRESENTATIVE or his designee shall at all times be allowed access to all parts of the operations and work locations of the CONTRACTOR, and shall be furnished such information and assistance by the CONTRACTOR, or the designated representative or representatives of the CONTRACTOR, as may be required to make a complete and detailed inspection.

11.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.4. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

11.5. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective upon the date on which it is signed by the OWNER.

CONTRACTOR

OWNER


Elting Northwest, Inc.

Clackamas County, Oregon

PO Box 1400
Clackamas, OR 97015

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

Signing on Behalf of the Board

By: 
Thomas E. Elting, President

By: _____
Cindy Becker, Director
Health, Housing and Human Services
Department

9/25/2013
Date Signed

Date Signed

41-2169449
Contractor's Federal Tax Identification No.

or Social Security No. (if individual)

163553
Oregon Commercial Contractor's Board No.

October 10, 2013

Board of County Commissioner
 Clackamas County

Members of the Board:

Approval of Interagency Amendment No. 1 between Community Development and the Department of Transportation and Development for the Kellogg Avenue Street Improvements Project

Purpose/Outcomes	This Amendment adds additional Community Development Block Grant Funds to the Kellogg Avenue Project. By adding these funds DTD and CDD will be able to contract for Schedule A and B, which will provide a complete project in Milwaukie.										
Dollar Amount and Fiscal Impact	The existing agreement is for \$150,000. This request is to add \$35,000 dollars. The new Community Development Block Grant Funds (CDBG) commitment will be: \$185,000. This is for Fiscal Year 2013-2014.										
Funding Source	<table> <tr> <td>Current CDBG Funds:</td> <td>\$150,000.00</td> </tr> <tr> <td>New CDBG Funds:</td> <td>\$ 35,000.00</td> </tr> <tr> <td>County Road Funds:</td> <td>\$ 51,337.25</td> </tr> <tr> <td><u>Oak Lodge Sanitary District Funds:</u></td> <td><u>\$ 25,000.00</u></td> </tr> <tr> <td>Total Project Funds:</td> <td>\$261,337.25</td> </tr> </table> <p>No County General Funds are involved.</p>	Current CDBG Funds:	\$150,000.00	New CDBG Funds:	\$ 35,000.00	County Road Funds:	\$ 51,337.25	<u>Oak Lodge Sanitary District Funds:</u>	<u>\$ 25,000.00</u>	Total Project Funds:	\$261,337.25
Current CDBG Funds:	\$150,000.00										
New CDBG Funds:	\$ 35,000.00										
County Road Funds:	\$ 51,337.25										
<u>Oak Lodge Sanitary District Funds:</u>	<u>\$ 25,000.00</u>										
Total Project Funds:	\$261,337.25										
Safety Impact	To provide local children safe access to nearby Concord Elementary School.										
Duration	Effective October 15, 2013 and terminates before December 15, 2013										
Previous Board Action	Project was approved by BCC as part of the 2012 Action Plan on April 26, 2012.										
Contact Person	Steve Kelly – Community Development: 650-5665										
Contract No.	CD-29 12/13										

BACKGROUND:

The Department of Transportation & Development (DTD) requested CDBG funds from the Community Development Division (CDD) for pedestrian safety along Kellogg Avenue in Milwaukie. The project is to fill open ditches, provide improved drainage, new curbs and sidewalks. CDD will provide project coordination. DTD will provide all engineering services. This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff recommends the Board approve this Amendment and authorize Cindy Becker, H3S Director to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director

AMENDMENT TO
INTERAGENCY AGREEMENT
Between

CLACKAMAS COUNTY HEALTH, HOUSING & HUMAN SERVICES
DEPARTMENT COMMUNITY DEVELOPMENT DIVISION, CLACKAMAS
COUNTY SERVICES DISTRICT NO. 1
And

CLACKAMAS COUNTY DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT

H3S Contract #: CD-29-12/13

Board Order #: N/A

Amendment Requested by: Chuck Robbins Director, CD

Changes: Scope of Work Contract Budget
 Contract Time Other

Justification for Amendment No.1:

The Department of Transportation and Development (DTD) and Community Development Division (CDD) determined there is a need for additional Community Development Block Grant (CDBG) funds for this current fiscal year (2013-2014) to support the scheduled Kellogg Avenue Street Improvements Project near Milwaukie. The existing Interagency Agreement (IAA) section III. Project Budget needs a language change to increase the CDBG Budget from \$150,000 by adding an available \$35,000 dollars to the scheduled project. The new CDBG total for Kellogg Avenue would be \$185,000 dollars.

Proposed funds scheduled for this project is as follows:

Current CDBG Funds:	\$150,000.00
New CDBG Funds:	\$ 35,000.00
Oak Lodge Sanitary District Funds:	\$ 25,000.00
<u>DTD County Road Funds:</u>	<u>\$ 51,337.25</u>
Kellogg Ave. Bid Amount:	\$261,337.25

TO AMEND

III. PROJECT BUDGET

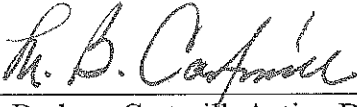
A. CDD will apply CDBG funds for the construction of the PROJECT up to a not to exceed maximum amount of \$150,000. The balance of the funds shall be provided by DTD.

TO READ

III. PROJECT BUDGET

A. CDD will apply CDBG funds for the construction of the PROJECT up to a not to exceed maximum amount of \$185,000. The balance of the funds shall be provided by DTD.

**Clackamas County Department of
Transportation and Development**

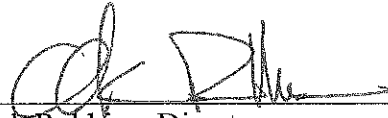


M. Barbara Cartmill, Acting Director

9-26-13

Date

Clackamas County Community Development



Chuck Robbins, Director

9/25/13

Date

CLACKAMAS COUNTY

Chair: John Ludlow

Commissioner: Jim Bernard

Commissioner: Paul Savas

Commissioner: Martha Schrader

Commissioner: Tootie Smith

Signing on Behalf of the Board

Cindy Becker, Director
Health, Housing & Human Services

Date

October 10, 2013

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement with
the State of Oregon, Department of Human Services, Office of Child Welfare Programs
for Alcohol and Drug Screenings and Case Management Services

Purpose/Outcomes	Alcohol and drug screening for State DHS child welfare parents.
Dollar Amount and Fiscal Impact	The maximum value of the agreement is \$61,860 revenue.
Funding Source	Oregon Department of Human Services - no County General Funds are involved.
Safety Impact	None
Duration	Effective October 1, 2013 and terminates on September 30, 2014
Previous Board Action	The board reviewed and approved the previous agreement on May 13, 2010, agenda item 051310-A1
Contact Person	Jill Archer, Director – Behavioral Health Division – (503)742-5336
Contract No.	6456

BACKGROUND:

Clackamas County Behavioral Health Division will provide a Certified Alcohol and Drug Counselor (CADC) who facilitates comprehensive alcohol and drug screens for State DHS child welfare parents. In addition to the screens, the services include case management and support for child welfare parents to help stabilize the family.

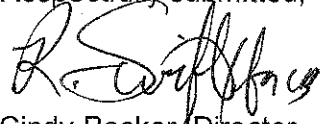
This is a renewal of a revenue agreement. County Counsel approved the agreement on October 1, 2013. The value of this agreement is \$16,860. The agreement is effective October 1, 2013 and terminates September 30, 2014.

The agreement is retroactive to October 1 due to receiving the document from the State late.

RECOMMENDATION:

Staff recommends Board approval of this agreement and authorizes Cindy Becker, H3S Director, to sign on behalf of Clackamas County.

Respectfully submitted,



Cindy Becker, Director



Agreement Number 143986

**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 Department of Human Services, hereinafter referred to as "DHS" and,

Behavioral
Clackamas County Community Health
2051 Kaen Road, Suite #367
Oregon City, OR 97045
Telephone: 503-742-~~5300~~ *5336*
Fax: 503-742-~~5312~~ *5311*
Agency's Contact: *Karen Slothower* *Jill Archer*
E-mail address: ~~kares@co.clackamas.or.us~~

hereinafter referred to as "County."

jarcher@clackamas.us

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

Office of Child Welfare Programs
500 Summer Street NE, E-68
Salem, OR 97301
Contract Administrator: Jay Wurscher or delegate
Telephone: 503-945-6634
Facsimile: 503-378-3800
E-mail address: jay.m.wurscher@state.or.us

1. Effective Date and Duration.

This Agreement shall become effective on the date this Agreement has been fully executed by every party and, when required, approved by Department of Justice or on October 1, 2013, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on September 30, 2014. 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
- Attachment 1: Certified Alcohol & Drug Counselor – Monthly Activity Record Report Form & Key

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, C, and Attachment #1.

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 \$61,860.00. 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; OR County is a vendor.

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.645 and 93.556.

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

Street address: 2051 Kaen Road

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

Email address: dwaynek@clackamas.us

Telephone: (503) 655-8576 Facsimile: (503) 742-5478

Federal Employer Identification Number: 93-6002286

Proof of Insurance:

Workers' Compensation Insurance Company: Self-Insured/Self-Administered

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) Under penalty of perjury the undersigned is authorized to act on behalf of County and that County 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., County Data and Certification , is County's true, accurate and correct information;
 - (3) 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;
 - (4) 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>;
 - (5) 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
 - (6) 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 ^{Behavioral} ~~Mental~~ Health
By:

Authorized Signature	Title	Date
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State of Oregon acting by and through its Department of Human Services
By:

Authorized Signature	Title	Date
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Approved for Legal Sufficiency:

Not Required per OAR 137-045-0030(1)(a)
Assistant Attorney General Date

Office of Contracts and Procurement:

Contract Specialist	Date
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EXHIBIT A

Part 1 Statement of Work

1. Services to be Provided by County

The County shall provide Certified Alcohol and Drug Counselor (CADC) who must be registered with the Addiction Counselor Certification Board of Oregon (ACCBO) as a CADC in good standing. The CADC shall provide comprehensive alcohol and drug screens for child welfare parents, and the associated services to resolve child welfare cases to DHS referred clients.

The County shall provide the CADC for a minimum of 22.5 hours per week. County will also provide an additional 15 hours of this service per week at not cost to DHS for a total of 37.5 hours provided by the CADC. These additional service hours are offered in recognition that it is in the best interests of both the County and DHS to deliver A&D services to the residents whom reside in the Service Area and receive services from the DHS child welfare office. County will obtain funding for these additional service hours from alternate revenue sources which also support the delivery of A&D services through the DHS office.

The County, through the provision of a CADC, shall provide services as follows:

- a. Initial and as needed alcohol and drug screen on DHS Child Welfare (CW) clients referred by DHS CW caseworkers;
- b. Participation in DHS initiated multi-disciplinary planning with families referred to DHS for the purpose of alcohol and drug consultation;
- c. Consultation to DHS CW Child Protective Services (CPS) workers involved in conducting child safety assessments in all matters related to alcohol and drug addiction;
- d. Accompany CPS workers on initial contact appointments with parents whenever possible to provide alcohol and drug consultation regarding CPS assessment;
- e. Consultation in all matters related to alcohol and drug addiction, treatment, referral, and client support in all cases referred to DHS, which include a drug exposed infant at birth and when necessary, accompany DHS CPS workers to hospital staffing whenever possible to provide alcohol and drug consultation regarding CPS assessment;
- f. Liaison services between, local alcohol and drug treatment providers, community support systems, local 12 step programs and DHS;
- g. Weekly, one hour, case management support sessions, as defined by CAF, for groups of CW clients who are not involved in treatment at a licensed alcohol and drug treatment program;
- h. Facilitate the occurrence of, or provide for, quarterly consultation or training sessions with units of DHS as requested by supervisors or CW Managers;

- i. Consultation to DHS caseworkers and supervisors regarding all requests for urinalysis testing of clients made by DHS CW caseworkers; and
- j. Participation at Team Decision Meetings, Family Decision Meetings, Court Review Hearings, and staffing meetings, as necessary to provide alcohol and drug consultation.

2. Reporting Requirements

Complete required reports including monthly outcome and service tracking data forms and deliver them electronically to the Alcohol and Drug Services Coordinator in Salem within the first 10 working days of each month.

3. Performance Objectives

The County, through the provision of the CADC, shall provide:

- a. Services to no more than 50 clients at any given time; and
- b. Services to a minimum of 144 clients per year or to at least the minimum number of clients referred by DHS to the County CADC.

4. Specifications or Performance Standards.

Pursuant to ORS 279B.055(2) DHS requires that the Contractor meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

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 Agency, a maximum not-to-exceed amount as specified in **Section 3. Consideration**, to be paid as follows:

- (1) Service Category: Alcohol and Drug Support Services
Service Type: Addiction Recovery Team Services

Services will be paid at \$5,155.00 per month.

- b. Agency Invoice.

- (1) County shall submit signed invoices on a form created by the Agency that has been approved by DHS or on the attached invoice.
- (2) Invoices must include the following information:
- (a) County name and OR-Kids provider number;
 - (b) County number;
 - (c) Name of client receiving services;
 - (d) Client OR-Kids case number and participant number;
 - (e) DHS Branch office that referred client for services;
 - (f) Begin and end dates of each service provided;
 - (g) Service category and service type for services being claimed; and
 - (h) Number of units and total dollar amount.
- (3) Invoices must be submitted to the "Attention: Office Manager" of the DHS branch or field office that referred the client. Multiple services being provided to multiple clients from the same DHS branch or field office may be submitted on the same Invoice form as long as each service-line is appropriately identified.
- (4) 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.

2. Travel and Other Expenses

DHS shall not reimburse Agency for any travel or additional expenses under this Agreement

EXHIBIT A

Part 3 Special Terms and Conditions

1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by the County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. DHS, Agency 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 21. "Amendments" of this Agreement.

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

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
 - (1) Children (ORS 419B.005 through 419B.045);
- b. Agency shall make reports of suspected abuse of persons who are members of the classes established in section 3.a. above to appropriate authorities 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 Agency shall notify the referring DHS caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. If known, the abuse report should contain the following:
 - (1) The name and address of the abused person and any people responsible for their care;
 - (2) The abused person's age;
 - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
 - (4) The explanation given for the abuse;
 - (5) The date of the incident; and
 - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

4. Background Checks.

County shall verify that any employee working with clients referred by DHS has not been convicted of any of the following crimes: child or elderly abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee scheduled to work with DHS' client. County shall establish verification by:

(1) having the applicant as a condition of employment, apply for and receive a criminal history check from a local Oregon State Police (OSP) office, which will be shared with Contractor, OR

(2) County as an employer will contact the local OSP for an "Oregon only" criminal history check on the applicant/employee. Agency will need to give to OSP the applicant's name, birth date and social security number.

County shall determine after receiving the criminal history check, whether the employee has listed convictions, and whether these convictions pose a risk to working safely with DHS clients. If Agency notes a conviction from any of the above listed crimes on the applicant/employee's record, and Agency chooses to hire the employee/applicant, County shall confirm in writing, the reasons for hiring the individual.

These reasons shall address how the applicant/employee is presently suitable or able to work with referred DHS clients in a safe and trustworthy manner. Agency will place this information, along with the applicant/employee's criminal history check, in the employee's personnel file.

The criminal history check procedures listed above also apply to Agency. Agency shall establish a personal personnel file and place Agency's criminal history check in named file for possibility of future DHS review.

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.** 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. County will make immediate contact with the DHS office when media contact occurs. The DHS office will assist Agency with an appropriate follow-up response for the media.
7. **Mandatory Reporting.** County shall immediately report any evidence of 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 to 419B.045). If law enforcement is notified, Agency shall notify the referring caseworker within 24 hours. Agency 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.
8. **Nondiscrimination.** 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). Agency 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.
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), 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 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.

6. **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.

7. **Compliance with Law.** 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.
8. **Ownership of Intellectual Property.**
 - a. **Definitions.** As used in this Section 8 and elsewhere in this Agreement, the following terms have the meanings set forth below:
 - (1) "County Intellectual Property" means any intellectual property owned by County and developed independently from the Work.
 - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than 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 the 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.
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;

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

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

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

16. **Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its subcontractor(s) to have access to or use of any 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.
17. **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.
18. **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.
19. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
20. **Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without 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.

21. **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.
22. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
23. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
24. **Survival.** Sections 1, 4, 5, 6, 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.
25. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or 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 at number listed below. 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 the Agreement.

26. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
27. **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.
28. **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.
29. **Construction.** *[Reserved]*
30. **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.

- 31. 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.
- 32. 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 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 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 coverage limits of not less than \$1,000,000.

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

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ... \$2,000,000.

From July 1, 2015 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, 2015: ... \$4,000,000.

From July 1, 2015 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, 2015: ...\$2,000,000.

From July 1, 2015 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, 2015: ..\$4,000,000.

From July 1, 2015 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, 2014: ...\$200,000.

From July 1, 2014 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, 2014: ...\$600,000.

From July 1, 2014 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.

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 DHS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

From commencement of the Agreement term through June 30, 2015: ..\$2,000,000.

From July 1, 2015 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, 2015: ...\$4,000,000.

From July 1, 2015 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, 2014: ...\$200,000.

From July 1, 2014 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 Contract term through June 30, 2014:\$600,000.

From July 1, 2014 and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to ORS 30.273(3).

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 45CFR 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. **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 125-055-0100 through OAR 125-055-0130 to the extent that any Work or obligations of DHS related to this Agreement are covered by HIPAA. County shall determine if County 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 County will have access to, or create any protected health information to perform functions, activities, or services for, or on behalf of, DHS as specified in the Agreement, County 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 County and DHS 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 County is performing functions, activities, or services for, or on behalf of DHS, in the performance of any Work required by this Agreement, County shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate DHS Privacy Rules, OAR 407-014-0000 et. seq., or DHS Notice of Privacy Practices. A copy of the most recent DHS Notice of Privacy Practices may be obtained by

- 10. 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; (x) Violation of any provision of this subsection may result in termination of this Agreement.
- 11. 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.).
- 12. 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 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. 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 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. 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.

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. County 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 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 county 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.

Attachment #1

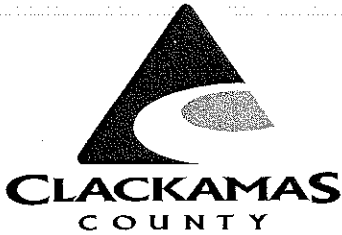
Monthly Activity Record Report Form

Staff Name	Staff Agency	Service Month	Year	County of Service
Staff Phone #				CW Branch Name

Client Name	CW Case #	Person Letter	Drug of Choice	1	2	3	4	5	6	7	8	9
1												
2												
3												
4												
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**Child Welfare Certified Alcohol & Drug Counselor Contracted Services
Monthly Activity Record Report Form KEY**

Client Name	Case # Person Ltr	Client Drug of Choice	A&D Screen 1	TX Referra 1 2	TX Meeting 3	Family Meeting 4	FYI Group 5	Home Visit 6	Court Appear 7	Client Consult 8	Prof. Consult 9
First initial Last Name	DHS child welfare case # & person letter	Record if known, client's Primary Drug of Choice Alco Meth Marj Hero Cocn Othr	Record if you gave client an Alcohol & Drug Screen Svc Yes No	Record referral to TX using one of three choices No Res OP	Record # of times: each face to face mtg. w/client at TX program	Record # of times: each face to face mtg. w/client while in TDM, FDM or other family mtg.	Record # of times: each face to face contact in any support group service client attends that you facilitate	Record # of times: each face to face mtg. w/ client in their home – exclude any visit at Res. TX.	Record # of times: each actual court appearanc e for any type of hearing or trial related to this client. Count whether you testify or not	Record # of times: each face to face event w/ client that is not a TX mtg, family mtg, home visit or group	Record # of times: each event, via phone or in person, when you consult with other prof. staff RE: client – exclude when client present



COPY
7

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD | OREGON CITY, OR 97045

October 10, 2013

Board of Commissioners
Clackamas County

Members of the Board:

**BOARD ORDER ADOPTING THE VACATION OF 27TH PLACE, IN
MILWAUKIE PARK, PLAT NUMBER 155**

Purpose/Outcomes	Vacates a portion of 27 th Place
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Safety Impact	The vacation of this portion of 27 th Place will have no negative impact on the traveling public.
Duration	Upon execution; permanent vacation.
Previous Board Action	N/A
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND

The proposed vacation of a portion of 27th Place, County Road Number 2805, between Blocks 19 and 29, in Milwaukie Park, Plat No. 155, Clackamas County Surveyors Records, and located in the northwest quarter of Section 1, T.2 S., R.1 E., W.M.. 27th Place, (12th Street per plat), is a dead end that was dedicated to the public through the Plat of Milwaukie Park, May 5, 1905. Tri-County Metropolitan Transportation District of Oregon (TriMet) recently purchased the majority of the property adjoining 27th Place and plans to erect a parking facility to accommodate patrons of the newly constructed Portland to Milwaukie light rail. TriMet eliminated the need for 27th Place by providing alternate ingress and egress easements to the remaining property owner. This portion of 27th Place is a 60 foot wide, 430 foot long, right-of-way that serves no public need and is no longer a benefit to the traveling public.

The Petition to Vacate has been filed with the prescribed fee of \$3011 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms that have been acknowledged by the proper authority. Clackamas County Departments of Transportation Maintenance, Engineering, Planning, along with all local utility companies, have been contacted and do not have any objections to this vacation.

COPY

County Counsel has reviewed and approved this vacation.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the attached Board Order approving the vacation of a portion of 27th Place, County Road Number 2805, (12th Street per plat) in Milwaukie Park, Plat No. 155.

Sincerely,



Mike Bezner, PE
Transportation Engineering Manager

For information on this issue or copies of attachments please contact Doug Cutshall at 503-742-4669.

MEMORANDUM

TO: Board of Commissioners

FROM: M. Barbara Cartmill, Acting Director D.T.D.

DATE: October 10, 2013

SUBJ: **ROAD OFFICIAL'S REPORT FOR THE VACATION OF 27TH PLACE, IN MILWAUKIE PARK, PLAT NUMBER 155**

LOCATION: The proposed vacation of a portion of 27th Place, County Road Number 2805, between Blocks 19 and 29, in Milwaukie Park, Plat No. 155, Clackamas County Surveyors Records, is located in the northwest quarter of Section 1, T.2 S., R.1 E., W.M.

FACTS AND FINDINGS: 27th Place, (12th Street per plat), was dedicated to the public through the Plat of Milwaukie Park, May 5, 1905. Tri-County Metropolitan Transportation District of Oregon (TriMet) recently purchased the majority of the property adjoining 27th Place and plans to erect a parking facility to accommodate patrons of the newly constructed Portland to Milwaukie light rail. TriMet eliminated the need for 27th Place by providing alternate ingress and egress easements to the remaining property owner. This portion of 27th Place is a 60 foot wide, 430 foot long, right-of-way that serves no public need and is no longer a benefit to the traveling public.

The Petition to Vacate has been filed with the prescribed fee of \$3,011 and signed by 100 percent of the abutting property owners. All abutting property owners have signed Consent to Vacate forms, which have been acknowledged by the proper authority.

Clackamas County Departments of Transportation Maintenance, Engineering, Planning, along with all local utility companies, have been contacted and do not have any objections to this vacation.

After considering traffic impacts, fiscal impacts, and social impacts, it would appear to be in the public interest to vacate the area petitioned.

It is my assessment to support the subject vacation.

Pursuant to ORS 368.351 and County policy, the Board may make its determination in the matter of this vacation without a public hearing. This is allowed, as in this case, when there is 100% agreement from the affected property owners, this Road Official's Report is submitted, and there is no controversy related to the proposed vacation.

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

In the matter of the Vacation of a portion of 27th Place, County Road 2805, in Milwaukie Park, Plat No. 155, located in the NW1/4 of Sec. 1, T. 2 S., R. 1 E., W. M., Clackamas County, Oregon.



Order No.
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that in accordance with ORS 368.351, Consent To Vacate petitions have been signed by 100 percent of the abutting property owners and a written report from the Acting County Road Official, M. Barbara Cartmill, finding this vacation to be in the public interest, has been submitted in this matter of the Vacation of a portion of 27th Place, County Road No. 2805, in Milwaukie Park, Plat No. 155, Clackamas County Surveyors Records, being described as follows:

All of that portion of County Road No. 2805, known as 27th Place, (12th Street per plat) as described and shown on Exhibits "A" and "B" attached hereto.

IT FURTHER APPEARING that the Board, having read said Petition and report from the Acting County Road Official, and having determined the vacation of the above described portion of 27th Place, is in the public interest; and,

IT FURTHER APPEARING, that Clackamas County Departments of Transportation Maintenance, Engineering, Planning, along with all local utility companies, have been contacted and do not have any objections to this vacation; now therefore,

IT IS HEREBY ORDERED that the above described portion of County Road No. 2805, known as 27th Place, (12th Street per plat), in Milwaukie Park, Plat No. 155, be Vacated; and,

IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

ADOPTED this 10th day of October, 2013.

Chair, BOARD OF COUNTY COMMISSIONERS

Recording Secretary

Exhibit "A"

File 3724
Clackamas County

27th Place Vacation

Portland-Milwaukie LRT Project
Jack Carlson, Otak, Inc., 3/14/2013
Amended: 8/23/2013

3724-020 Street Vacation

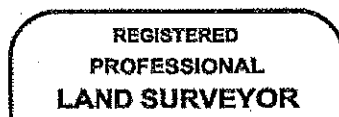
A 60 feet wide strip of land in the northwest one-quarter of Section 1, Township 2 South, Range 1 East, Willamette Meridian, Clackamas County, Oregon, to wit:

All of that portion of 27th Place (formerly known as 12th Street), County Road No. 2805, lying between Blocks 19 and 29, MILWAUKIE PARK, Plat No. 155, Clackamas County Survey Records, lying on the southerly (left) side of the following described line, as shown in attached Exhibit B:

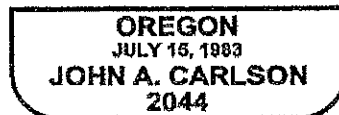
Beginning at a point which bears South, a distance of 962.66 feet, and East, a distance of 1,403.13 feet from the northwest corner of said Section 1; thence N.89°19'13"W., a distance of 39.07 feet to the point of curve right of a 263.50 foot radius curve; thence along the arc of said curve right through a central angle of 08°54'36", a distance of 40.98 feet (chord bears N.84°51'55"W., a distance of 40.93 feet) to the terminus of this line.

Bearings are based on the Oregon Coordinate System of 1983, North Zone.

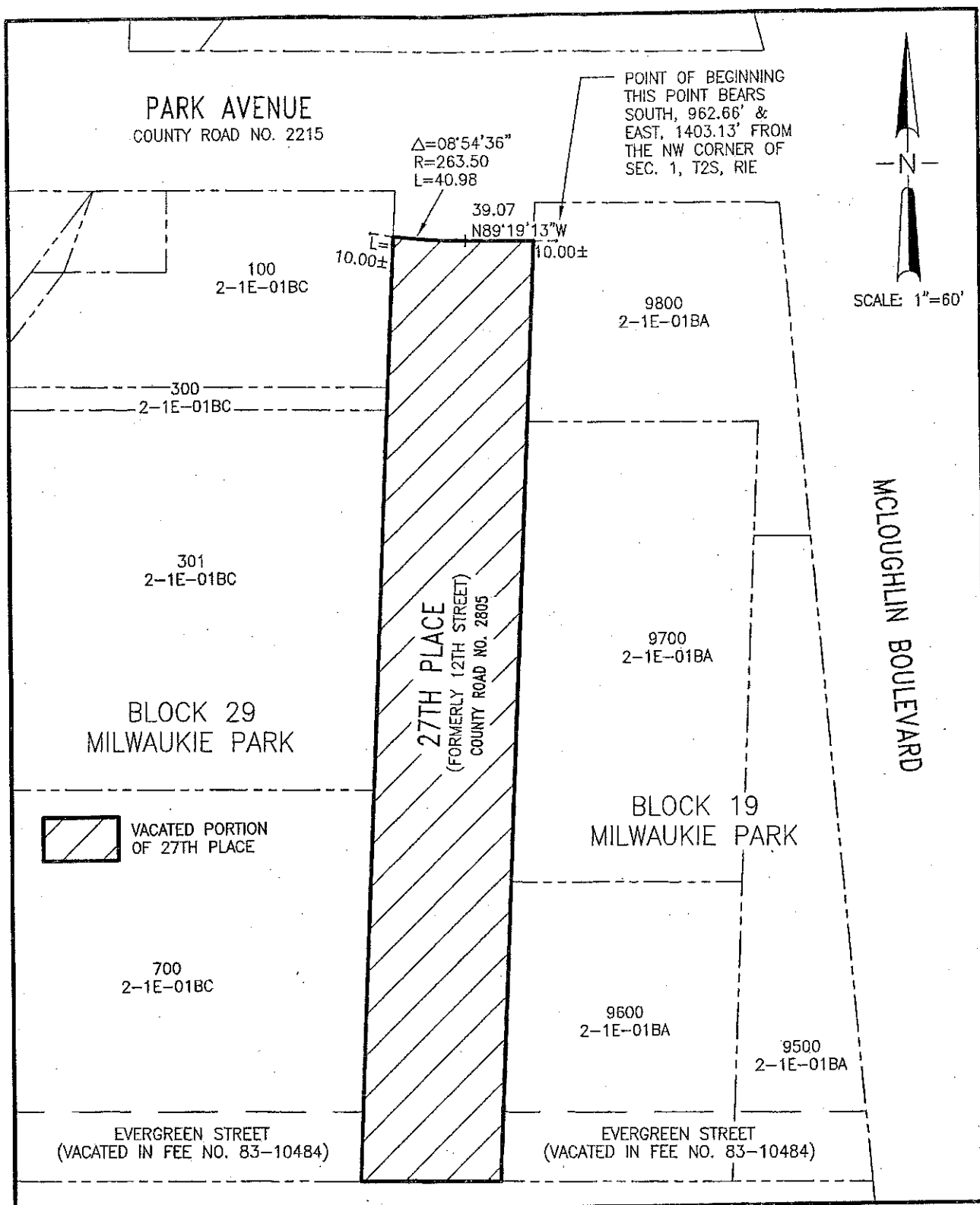
The strip of land to which this description applies contains 24,529 square feet, more or less.



John A. Carlson



RENEWS 12/31/13



TRIMET
CAPITAL PROJECTS
AND
FACILITIES DIVISION
1800 SW FIRST AVENUE SUITE 300
PORTLAND, OREGON 97201

EXHIBIT B
STREET VACATION SKETCH
27TH PLACE, COUNTY ROAD NO. 2805

DATE	REVISION NO.	DRAWN BY	CHECKED BY
8/23/2013	001	J. CARLSON	G. PAUL

otak
303 SW THIRD AVENUE SUITE 300
PORTLAND, OREGON 97204
(503)287-6825 FAX (503)415-2304

8

Approval of Previous Business Meeting Minutes:

June 20, 2013

June 27, 2012

(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 20, 2013 - 6:00 PM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

**PRESENT: Commissioner John Ludlow, Chair
Commissioner Jim Bernard
Commissioner Paul Savas
Commissioner Martha Schrader
Commissioner Tootie Smith
Housing Authority Commissioner, Paul Reynolds**

I. CALL TO ORDER

Chair Ludlow asked for the Roll Call as the Housing Authority Board.

- Roll Call
- Pledge of Allegiance

II. HOUSING AUTHORITY CONSENT AGENDA

Chair Ludlow asked the Clerk to read the Housing Authority Consent Agenda by title only, he then asked for a motion.

MOTION:

Commissioner Reynolds: I move we approve the Housing Authority Consent Agenda.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Reynolds: Aye.

Commissioner Bernard: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye - the motion is approved 6-0.

1. Approval of Amendment No. 2 to a Professional Services Contract with Ballard Spahr LLP & Foster Pepper PLLC to provide On-Call Legal Services
2. Resolution 1900 Approving the Housing Authority's Fiscal Year 2013-2014 Budgets
3. Board Resolution No. 1901 Adopting Revisions to the Housing Authority's Section 8 Housing Choice Voucher (HCV) Program Administrative Plan
4. In the Matter of Writing off Uncollectible Accounts for the Fourth Quarter of FY 2013

Chair Ludlow adjourned as the Housing Authority Board and convened as the Board of County Commissioners for the remainder of the meeting.

III. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Shirley Sodaberg, Oak Grove – concerned about the Board's disagreements – referring to an Oregonian article.
2. Kevin Phillips, Beaver Creek – stated the language of the Code Enforcement ordinance is incorrect and asked for a copy of the ordinance and the notice.

Rhett Tatum, County Counsel stated the notice was mailed yesterday and he will provide Mr. Phillips with a copy.

1. Jeanne Freeman, West Linn – Commissioners need to work together.
2. Jerry Ghiglier, spoke about an event in Lake Oswego supporting our active Military.
3. Jo Haverkamp, Oregon City – spoke about the Boards conduct referring to an Oregonian article.
4. Tena Olsen, Oregon City – thanked the Board for looking into the Veterans Office location, also spoke about the Veterans committee and the stated the County needs better outreach to the Veterans.
5. Les Poole, Gladstone – spoke about the Trolley Trail Park and the land exchange.
6. Cyndi Lewis Wolfrum – concerns regarding salary increases for the Board.
7. Tom Heister, Oregon City – spoke about sport fishing and other related activities as an opportunity for jobs in the County.

Chair Ludlow asked that Mr. Heister put this issue in writing.

8. Nancy Hall, Happy Valley – concerns regarding the Eagle Landing development.

IV. PUBLIC HEARING

1. First Reading of Ordinance No. **03-2013** Adding Chapter 6.12 – Outdoor Mass Gatherings and Limited Gatherings to the Clackamas County Code and Declaring an Emergency

Mike McCallister, Planning Department and Rhett Tatum, County Counsel presented the staff report. Mike McCallister summarized the PowerPoint presentation.

~Board Discussion~ <http://www.clackamas.us/bcc/business.html>

Chair Ludlow opened the public hearing.

<http://www.clackamas.us/bcc/business.html>

1. Stan Haley, President of Ladd Hill CPO – spoke about a RAVE that occurred in the Ladd Hill neighborhood in Aug. 2011 – supportive of this ordinance.

~Board Discussion~

2. Kevin Phillips, Beaver Creek – had questions regarding the process – concerned about the conflicting language.

Chair Ludlow asked if there are any remonstrances for this issue please put in writing.

3. Eugene Schoenheit, Milwaukie – concerned about people's rights to assemble.

~Board Discussion~

Chair Ludlow closed the public hearing, then asked for a motion to read the ordinance by title only.

MOTION:

Commissioner Smith: I move we approve the consent agenda.

Commissioner Bernard: Second.

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0 – he asked the Clerk to assign a number and read the Ordinance by title only. He then announced the second reading will be at the July 11, 2013 regular Business Meeting at 10 AM.

V. DISCUSSION ITEMS

~NO DISCUSSION ITEMS SCHEDULED

VI. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

Clerk call the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Bernard: Aye.

Chair Ludlow: Aye.

Chair Ludlow – The motion is approved 5-0.

A. Health, Housing & Human Services

1. Approval of Amendment No. 5 to the Intergovernmental Agreement with Multnomah County, for a Public Health Officer – *Public Health*
2. Approval of Amendment No. 2 to the Intergovernmental Agreement with State of Oregon, Oregon Health Authority, for the Foodborne Illness Prevention Program – *Public Health*
3. Approval of a Residential Treatment Services Agreement with ColumbiaCare Services, Inc. - *Behavioral Health*
4. Approval of a Professional Services Agreement with Iron Tribe for Peer Support Services – *Behavioral Health*
5. Approval of a Professional Services Agreement with Oregon Family Support Network for Family Partners - *Behavioral Health*
6. Approval of a Professional, Technical, and Consultant Service Agreement with Performance Health Technology, for Third Party Claims Administration Services – *Behavioral Health*
7. Approval of an Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority, for Operation of a Community Mental Health Program in Clackamas County – *Behavioral Health*
8. Approval of an Intergovernmental Agreement with City of Oregon City/Pioneer Community Center to Provide Social Services for Clackamas County Residents age 60 and over – *Social Services*
9. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division to Purchase New Buses for the Mountain Express Bus Service - *Social Services*
10. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division for Operations for the Mountain Express Bus Service - *Social Services*
11. Approval of an Intergovernmental Agreement with Oregon Department of Transportation Public Transit Division for Maintenance for the Mountain Express Bus Service - *Social Services*
12. Approval of an Agency Services Contract Agreement with Children’s Center – *CYF*

B. Department of Transportation & Development

1. Approval of an Intergovernmental Agreement with Oak Lodge Sanitary District for the Bluff Road Improvement Project
2. Approval of Amendment No. 1 to an Intergovernmental Agreement with the City of Sandy for Plan Review Services and Inspection Coordination for the Sandy Waterline Installation
3. Approval of an Intergovernmental Agreement with Oregon Department of Transportation for the Oregon Transportation and Growth Management Program Grant to Develop a Clackamas County Active Transportation Plan

C. Finance Department

1. Resolution No. **2013-49** Approval for Clackamas County for a Transfer of Appropriations for Fiscal Year 2012-2013
2. Approval of a Lease with Howard Cohn for the District Attorney Office

D. Juvenile Department

1. Approval of an Intergovernmental Agreement with Multnomah County to Purchase 14 Secure Detention Beds for Clackamas County Juvenile Department

VII. NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

1. Approval for Pioneer Park as the New Name for the Sunnyside Village Park #5 Property

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

MEETING ADJOURNED – 8:10 PM

NOTE: at the June 18, 2013 Study Session, the Board of Commissioners approved the following two items:

1. Resolution No. **2013-48** in the matter of approving a waste management fee adjustment for 23 franchised solid waste collectors of Clackamas County.
2. Approval of a change in control of a franchise from Oak Grove Disposal, Inc. to Waste Management of Oregon, Inc.

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.* <http://www.clackamas.us/bcc/business.html>

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 27, 2013 - 10:00 AM

Public Services Building

2051 Kaen Rd., Oregon City, OR 97045

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

I. CALL TO ORDER

- Roll Call
- Pledge of Allegiance

II. CITIZEN COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

1. Les Poole, Gladstone – stated the Chautauqua festival in Gladstone has a new name – referred to some article in the Clackamas Review regarding light rail.
2. Jim Meyers, opposes the proposed limited gathering ordinance, stated the Board may not have the authority to make this change.

~Board Discussion~

3. Janet Schoenheit, Milwaukie – spoke in opposition of the proposed outdoor mass gathering ordinance.
4. Kevin Johnson, Gladstone – spoke about the high cost of the Easton Ridge Apartment project.
5. Eugene Schoenheit, Milwaukie spoke in opposition of the proposed outdoor mass gathering ordinance.
6. Jeannie Freeman, West Linn – had questions regarding meetings with individual Commissioners.

~Board Discussion~

7. Mack Woods, Canby – spoke about the importance of voting.

III. PUBLIC HEARINGS – 12 PUBLIC HEARINGS

Steve Wheeler, County Administrator gave an introduction of the 2013-2014 budget process.

<http://www.clackamas.us/bcc/business.html>

1. Resolution No. **2013-50** Adopting the Clackamas County Budget for the 2013-2014 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014

Diane Padilla, Budget Manager presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Cyndi Lewis Wolfrum, Milwaukie – asked the Board to remove the Commissioners compensation from this budget.

~Board Discussion~

Chair Ludlow asked if there were any others wishing to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2013-2014 budget for Clackamas County as presented in the Resolution.

Chair Ludlow: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Nay.
Chair Ludlow: Aye – it passes 4 to 1.

2. Resolution No. **2013-51** Adopting Changed Fees and Fines for Clackamas County for Fiscal Year 2013-2014

Steve Wheeler, County Administrator presented the staff report.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak.

1. Les Poole, Gladstone – stated the County should be more self supportive and stop raising fees.

Chair Ludlow asked if there were any others wishing to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve and adopt the changed fees and fines for Clackamas County Fiscal Year 2013-2014 as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Smith: No
Commissioner Schrader: Aye
Commissioner Savas: No
Commissioner Bernard: Aye
Chair Ludlow: Aye – it passes 3-2.

The Board adjourned as the Clackamas County Board of Commissioners and convened as the Enhanced Law Enforcement District on the next item.

Enhanced Law Enforcement District

3. Resolution No. **2013-52** Adopting the Enhanced Law Enforcement District Budget for the 2013-2014 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014

Diane Padilla, Budget Manger presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2013-2014 budget for the Clackamas County Enhanced Law Enforcement District as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Enhanced Law Enforcement District and convened as the Clackamas County Extension and 4-H Service District on the next item.

Clackamas County Extension and 4-H Service District

4. Resolution No. **2013-53** Adopting the Clackamas County Extension and 4-H Service District Budget for the 2013-2014 Fiscal Year and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014
Diane Padilla, Budget Manager presented the staff report.
Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the action and adopt the 2013-2014 budget for the Clackamas County Extension and 4-H Service District Budget as presented in the Resolution.
Commissioner Schrader: Second.
~Board Discussion~
Clerk call the poll.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow Aye – it passes 5-0.

The Board adjourned as the Extension and 4-H Service District and convened as the Library Service District of Clackamas County on the next item.

Library Service District of Clackamas County

5. Resolution No. **2013-54** Adopting the Library Service District of Clackamas County 2013-2014 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014
Gary Barth, Business and Community Services presented the staff report.
Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2013-2014 budget for the Library Service District of Clackamas County as presented in the Resolution.
Commissioner Schrader: Second.
~Board Discussion~
Clerk call the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Chair Ludlow Aye – it passes 5-0.

The Board adjourned as the Library Service District of Clackamas County and convened as the North Clackamas Parks and Recreation District on the next item.

North Clackamas Parks & Recreation District

6. Resolution No. **2013-55** Adopting the North Clackamas Parks & Recreation District's 2013-2014 Fiscal Year Budget and Making Appropriations and Imposing and Categorizing Taxes for the Period of July 1, 2013 through June 30, 2014

Gary Barth, Business and Community Services presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we approve the action and adopt the 2013-2014 budget for the North Clackamas Parks and Recreation District as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Chair Ludlow Aye – it passes 5-0.

Chair Ludlow stated there is a citizen who wants to speak about the Parks budget which was passed at the first public hearing today – he is late, but they will hear his comments.

1. Mr. and Mrs. Jerry Smith – spoke in opposition of the Parks budget and the additional fees.

~Board Discussion~

The Board adjourned as the North Clackamas Parks and Recreation District and convened as the Development Agency on the next item.

Clackamas County Development Agency

7. Resolution No. **2013-56** Adopting and Appropriating Funds for the 2013-2014 Fiscal Year Budget for the Clackamas County Development Agency

Dan Johnson, Development Agency presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the action and adopt the 2013-2014 budget for the Clackamas County Development Agency as presented in the Resolution.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: No.

Chair Ludlow Nay – it passes 3-2.

The Board adjourned as the Development Agency and convened as Service District No. 5 on the next item.

Service District No. 5 – Street Lighting

8. Resolution No. **2013-57** Adopting and Appropriating Funds for the 2013-2014 FY Budget for Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the action and adopt the 2013-2014 budget for Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow Aye – it passes 5-0.

9. Resolution No. **2013-58** Setting Rates for Street Lighting Service Charges in Clackamas County Service District No. 5

Wendi Coryell presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Bernard: I move we approve and adopt the new rate schedule for Street Lighting Service Charges in Clackamas County Service District No. 5 as presented in the Resolution.

Commissioner Savas: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Chair Ludlow Aye – it passes 5-0.

The Board adjourned as the Service District No. 5 and convened as Service District No. 1 on the next item.

Water Environment Services (Service District No. 1, Tri-City Service District, Surface Water Management Agency)

10. Resolution No. **2013-59, 2013-60** and **2013-61** Adopting and Appropriating Funds for the 2013-2014 FY Budgets for Clackamas County Service District No. 1, Tri-City Service District and the Surface Water Management Agency of Clackamas County

Mike Kuenzi presented the staff report for Service District No. 1

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the actions and adopt the 2013-2014 Budget for Clackamas County Service District No. 1 as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Commissioner Savas: Aye.

Commissioner Bernard: Yes.

Chair Ludlow Yes – it passes 5-0.

The Board adjourned as the Service District No. 1 and convened as Tri-City Service District on the next item.

Mike Kuenzi presented the staff report for the Tri-City Service District.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Smith: I move we approve the actions and adopt the 2013-2014 Budget for Clackamas County Tri-City Service District as presented in the Resolution.

Commissioner Bernard: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Schrader: Aye.

Commissioner Savas: No.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Chair Ludlow Aye – it passes 4-1.

The Board adjourned as the Tri-City Service District and convened as Surface Water Management Agency on the next item.

Mike Kuenzi presented the staff report for the Surface Water Management Agency.

~Board Discussion~

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Savas: I move we approve the actions and adopt the 2013-2014 Budget for Clackamas County Surface Water Management Agency as presented in the Resolution.

Commissioner Schrader: Second.

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow Aye – it passes 4-0. *-Commissioner Bernard stepped away-*

The Board adjourned as the Surface Water Management Agency and re-convened as Service District No. 1 on the next item.

11. Board Order No. **2013-62** Amending and Adopting Rates and Charges for Clackamas County Service District No. 1

Mike Kuenzi presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Chair Ludlow: I move we amend and adopt the rates and charges for Clackamas County Service District No. 1 as presented in the Board Order.
Commissioner Bernard: Second.
Clerk call the poll.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Chair Ludlow: Aye – it passes 4-0. *-Commissioner Savas stepped away-*

The Board adjourned as the Service District No. 1 and re-convened as Tri-City Service District on the next item.

12. Board Order No. **2013-63** Amending and Adopting Rates and Charges for the Tri-City Service District

Mike Kuenzi presented the staff report.

Chair Ludlow opened the public hearing and asked if anyone wished to speak, seeing none he closed the public hearing and asked for a motion.

MOTION:

Commissioner Schrader: I move we amend and adopt the rates and charges for Clackamas County Tri-City Service District as presented in the Board Order.
Commissioner Bernard: Second.
~Board Discussion~
Clerk call the poll.
Commissioner Smith: Aye.
Commissioner Schrader: Aye.
Commissioner Savas: Nay.
Commissioner Bernard: Aye.
Chair Ludlow: Aye – it passes 4-1.

The Board adjourned as the Tri-City Service District and re-convened as the Development Agency Board on the next item.

IV. DISCUSSION ITEM

Clackamas County Development Agency

1. Resolution No. **2013-64** Terminating the Levy Collection in the Clackamas Town Center Urban Renewal Area

Dan Johnson, Development Agency presented the staff report.

MOTION:

Commissioner Smith: I move we approve the Resolution Terminating the Levy Collection in the Clackamas Town Center Urban Renewal Area as presented.
Commissioner Savas: Second.
~Board Discussion~
Clerk call the poll.
Commissioner Schrader: Aye.
Commissioner Savas: Aye.
Commissioner Bernard: Aye.
Commissioner Smith: Aye.
Chair Ludlow: Aye – it passes 5-0.

The Board adjourned as the Development Agency and re-convened as the Board of County Commissioners for the remainder of the meeting.

V. CONSENT AGENDA

Chair Ludlow asked the Clerk to read the consent agenda by title – he then asked for a motion.

MOTION:

Commissioner Bernard: I move we approve the consent agenda.

Commissioner Schrader: Second.

~Board Discussion~

Clerk call the poll.

Commissioner Savas: Aye.

Commissioner Bernard: Aye.

Commissioner Smith: Aye.

Commissioner Schrader: Aye.

Chair Ludlow: Aye – it passes 5-0.

A. Health, Housing & Human Services

1. Approval of an Intergovernmental Agreement between the Community Development Division and the City of Oregon City for the Francis Ermatinger Housing Historic Preservation Project – *Community Development*
2. Approval of a Contract Renewal with the Workforce Investment Council of Clackamas County for Workforce Job Development – *Community Solutions*
3. Approval of a Residential Treatment Services Agreement with Cascadia Behavioral Healthcare – *Behavioral Health*
4. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families for Alcohol and Drug Prevention Strategies for Families - *Behavioral Health*
5. Approval of an Intra-Agency Agreement with Clackamas County Children, Youth and Families for Alcohol and Drug Prevention Strategies for Youth Adults - *Behavioral Health*
6. Approval of Renewal Professional Services Agreement with Folk Time, Inc. for Peer Services to the Stewart Community Center and Hilltop Adult Services Center – *Behavioral Health*
7. Approval of an Amendment with A Daily Reprieve Center, Inc. dba Iron Tribe Network (formerly Iron Tribe, Inc.) for Peer Services - *Behavioral Health*
8. Approval of a Professional Services Agreement with Youth M.O.V.E. Oregon for a Drop-In Center and Peer Support - *Behavioral Health*
9. Approval of Amendment No. 1 to the Intergovernmental Agreement with the State of Oregon, for the CAWEM Prenatal Expansion Program – *Health Clinics*
10. Approval of New Revenue Intergovernmental Agreement with the City of Lake Oswego, for Medical Direction for the Fire Department and Communications Center – *Public Health*
11. Approval of a Renewal Intergovernmental Agreement with Washington County for the Cities Readiness Initiative Program – *Public Health*
12. Approval of a Renewal Intergovernmental Agreement with the State of Oregon, acting by and through its Oregon Health Authority for Operation as the Local Public Health Authority for Clackamas County - *Public Health*

13. Approval of an Agency Service Agreement with Rojoy Service, Inc., for Operating the Mountain Express Bus Service – *Social Services*
14. Approval of a Contract Renewal with Resource Connections of Oregon for Fiscal Intermediary Services for Persons with Developmental Disabilities - *Social Services*

B. Finance Department

1. Approval of a Lease with Clackamas Corner LLC for the Clackamas County Justice Court

C. County Counsel

1. Approval of Sale of Interest in Real Property - Lake Oswego Armory
2. Approval of the Designation of Newspaper for 2013 Property Tax Foreclosure Publication

VI. WATER ENVIRONMENT SERVICES

1. Approval of a Joint Funding Agreement between Clackamas County Service District No. 1, the Surface Water Management Agency of Clackamas County and the US Geological Survey to Perform Required Stormwater Pesticide Monitoring

VII. DEVELOPMENT AGENCY

1. Approval of a Lease/Option Agreement - Hwy 212/122nd Ave.

VIII. COUNTY ADMINISTRATOR UPDATE

IX. COMMISSIONERS COMMUNICATION

<http://www.clackamas.us/bcc/business.html>

MEETING ADJOURNED – 1:25 PM

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. <http://www.clackamas.us/bcc/business.html>



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

9

October 10, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of
Intergovernmental Agreement between Clackamas County and Multnomah County

Purpose/Outcomes	Decrease the number of days between the issue of HOPE DFE warrants and their execution (arrest).
Dollar Amount and Fiscal Impact	HOPE DFE grant funds totaling \$60,648 have been allocated to reimburse the Multnomah County Sheriff for salary and fringe costs incurred in the execution of HOPE DFE warrants issued in Clackamas County. Funds are passed through the District Attorney's Office and are budget neutral.
Funding Source	U.S. Department of Justice (DOJ) and Bureau of Justice Assistance (BJA) under the Second Chance Act of 2007 (Public Law 110-199, Se 245)
Safety Impact	NIJ's (National Institute of Justice) evaluation of the HOPE model found that HOPE probationers were: 55 percent less likely to be arrested for a new crime; 72 percent less likely to use drugs; 61 percent less likely to skip PO appointments; and 53 percent less likely to have their probation revoked. As a result, HOPE probationers served 48 percent fewer days in prison, on average, then the control group. (NIJ Journal, Issue 269)
Duration	October 1, 2013 through March 31, 2015
Previous Board Action/Review	Acceptance of the HOPE DFE Supplemental Award #2011-RY-BX-K007 on September 19, 2013. This supplemental award included the funds listed above.
Contact Person	Sarah Brown, HOPE Point of Contact – District Attorney's Office, 503-650-3532

BACKGROUND:

The National Institute of Justice's evaluation of the Hawaii Opportunity Probation with Enforcement (Hawaii HOPE) program found that this program produced dramatic, positive results. Clackamas County was one of four sites selected by NIJ and BJA to implement a strict replication of HOPE to conduct process, outcome and cost assessments using randomized controlled trials. (NIJ Journal, Issue No. 269)

Clackamas County agreed to follow strict procedural implementation in accordance with the original HOPE program, including developing a process that has warrants served within 72 hours after they are issued. (OMB No. 1121-0329, Page 12)

While there has been an ongoing effort by the HOPE DFE Committee to meet this requirement, warrant statistics from the HOPE DFE database indicate that the average


length of time between warrant issue and warrant service is twenty-three days and an average of 19% of enrolled HOPE probationers are fugitives. (Warrant Service Report)

The grant oversight group, DOJ, and BJA have expressed their concern regarding this issue. As a result, the HOPE DFE Committee allocated additional funds to enhance the current effort by forming a HOPE warrant task force led by the Multnomah County Sheriff to apprehend and arrest HOPE fugitives.

RECOMMENDATION:

Staff respectfully recommend that the Board of County Commissioners approve the Intergovernmental Agreement between Clackamas County and Multnomah County.

Respectfully submitted,

A handwritten signature in cursive script that reads "Sarah Brown".

Sarah Brown
Administrator

Attached: Warrant Service Report

**CLACKAMAS COUNTY HOPE DFE
WARRANT SERVICE REPORT***

Agency	No. HOPE	
	Warrants Served	Average No. Days to Serve
Beaverton Police Department	1	1
Benton County Sheriff	1	25
Canby Police Department	3	5
Clack Co Comm Corrections Probation Officer	20	17
Clackamas County Sheriff	35	34
Clatsop County Sheriff	1	190
Gladstone Police Department	2	7
Gresham Police Department	4	120
King County Sheriff	1	1
Milwaukie Police Department	3	17
Molalla Police Department	4	4
Multnomah County Sheriff	8	34
Oregon City Police Department	14	27
Oregon State Police	3	8
Portland Police Department	25	24
Sandy Police Department	6	6
Turned Self In	55	12
US Marshall	1	35
Wasco County	1	29
Washington County Sheriff	2	20
Results by Category	190	23

HOPE PROBATIONERS			ABSCONDERS		
Month/Year	Number of HOPE Probationers Enrolling	Total HOPE Probationers Enrolled	Month/Year	No. Warrants Issued	Percentage of Absconders (Fugitives)
2012	54		2012	37	
August	14	14	August	2	14%
September	6	20	September	8	40%
October	10	30	October	8	27%
November	13	43	November	6	14%
December	11	54	December	13	24%
2013	114		2013	173	
January	13	67	January	14	21%
February	15	82	February	10	12%
March	17	99	March	13	13%
April	12	111	April	21	19%
May	9	120	May	24	20%
June	14	134	June	28	21%
July	15	149	July	19	13%
August	11	160	August	23	14%
September	8	168	September	21	13%
Grand Total	168		Total/Average	210	19%

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLACKAMAS COUNTY
AND
MULTNOMAH COUNTY**

1. Purpose

- A. This Agreement is entered between the Clackamas County, by and through the Office of the District Attorney ("CCDA") and Multnomah County, by and through the Multnomah County Sheriff's Office ("MCSO"), for the cooperation of units of local government under the authority of ORS 190.010.
- B. This Agreement provides the basis for a cooperative working relationship whereby the MCSO will execute Honest Opportunity Probation with Enforcement (HOPE) warrants issued in Clackamas County, and the CCDA will reimburse the MCSO for expenses incurred in execution of those warrants.
- C. The source of funding for this agreement is CFDA 16.812 the Second Chance Act Prisoner Reentry Initiative pass through to Clackamas County from the Federal Department of Justice. In accordance with OMB Circular A-133 §.210, CCDA has determined that the services provided within this agreement create vendor relationship between the parties.

2. Scope of Cooperation

- A. MCSO agrees as follows:
 - 1. MCSO will work with the CCDA and the Clackamas County Department of Community Corrections to identify and prioritize HOPE warrants issued in Clackamas County to be executed by the MCSO.
 - 2. MCSO will investigate and execute the HOPE warrants issued in Clackamas County as identified in section 2(A)(1) above.
 - 3. Final decisions including determinations as to which warrants to investigate and execute, how investigations and execution shall be carried out or performed, allocation of personnel and resources used in warrant execution, and whether any warrant execution shall occur, shall remain within the sole discretion of the MCSO.

4. MCSO will at all times remain responsible and fully liable for its own acts and the acts of its employees, agents, deputies and officers that occur in relation to this agreement.

B. CCDA agrees as follows:

1. CCDA will work with the MCSO and the Clackamas County Department of Community Corrections to identify and prioritize HOPE warrants issued in Clackamas County to be executed by the MCSO.
2. CCDA will reimburse MCSO with funds from the CFDA 16.812 the Second Chance Act Prisoner Reentry Initiative pass through to Clackamas County from the Federal Department of Justice as provided in Section 3 below for MCSO costs incurred in executing qualifying warrants.
3. CCDA will at all times remain responsible and fully liable for its own acts and the acts of its employees, agents, deputies and officers that occur in relation to this agreement.

3. Compensation

- A. CCDA will pay to MCSO an amount not to exceed **\$36,848.00** for salary costs, and **\$23,800.00** for fringe costs, incurred in execution of HOPE Court warrants as provided in Section 2(A) above.
- B. In order to qualify for reimbursement from CCDA, salary and fringe costs must be actual and reasonable. Any dispute over whether the incurred costs are actual and reasonable shall be negotiated in good faith by the parties to this agreement prior to bringing any legal action to enforce the terms herein.
- C. Payments shall be requested and made as follows:
 1. MCSO will submit an invoice to the Clackamas County Finance Department, Grant Division and to the Clackamas County District Attorney's Office for each month that reimbursement is sought and such submissions shall occur no later than 15 days from the end of the month;
 2. CCDA will send payment to the MCSO and draw down the corresponding grant funds;
 3. CCDA may request documentation to support all MCSO invoices and requests for reimbursement; failure of MCSO to provide sufficient

documentation within a reasonable time shall result in CCDA withholding payment.

- D. Neither party to this agreement shall be liable to the other for any amount above and beyond the amounts provided herein.

4. **Party Contacts**

Liaison from CCDA will be:

Senior Deputy District Attorney Chris Owen,
807 Main Street, Oregon City, OR 97045,
(503) 650-8188
ChrisOwe@co.clackamas.or.us

Liaison from Clackamas Community Corrections will be:

Captain Chris Hoy
1024 Main Street, Oregon City, OR 97045,
(503) 655-8866
choy@co.clackamas.or.us

Liaison from MCSO will be:

Lieutenant Ned Walls
12240 NE Glisan Street, Portland, OR 97230
503-251-2510

Invoices and requests for payment shall be sent to:

Larry Crumbaker
Clackamas County Finance Department
2051 Kaen Rd
(503) 742-5429
larrycrum@co.clackamas.or.us

5. **Other Terms**

- A. Compliance with Laws. CCDA and MCSO agree to comply with all applicable local, state, and federal ordinances, statutes, laws and regulations.
- B. No Assignment. This agreement may not be subcontracted, assigned or transferred by either party without the express written consent of the other party.

- C. Entire Agreement. This agreement and any attachments hereto constitute the entire agreement between the parties and the parties are not relying on any other documents or representations in entering this agreement.
- D. Amendment. This agreement may be modified only in writing signed by both parties. This agreement may be amended at any time with the written agreement of both parties.
- E. Indemnity and Insurance. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, MCSO and Multnomah County agrees to indemnify, defend and hold harmless the CCDA and Clackamas County and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of MCSO and Multnomah County, and their officers, agents and employees, in performance of this agreement.

Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, CCDA and Clackamas County agrees to indemnify, defend and hold harmless the MCSO and Multnomah County and their officers, agents and employees against all liability, loss and costs arising from actions, suits, claims or demands attributable to acts or omissions of CCDA and Clackamas County, and their officers, agents and employees, in performance of this agreement.

MCSO will maintain self-insurance in an amount sufficient to satisfy their duty to indemnify provided in this agreement. Proof of adequate self-insurance shall be provide to County upon request of the liaison to this agreement or by the Risk Manager from Clackamas County.

- F. Availability of Funding. This agreement is expressly conditioned upon the CCDA having sufficient funds available to make the payments described herein. If the CCDA loses its funding source for this agreement the parties shall be relieved of their duty to perform and the agreement shall terminate. CCDA shall inform MSCO promptly in writing if funding for this agreement is lost or becomes unavailable.
- G. Independent Contractors. Parties to this agreement shall remain independent contractors and each party shall remain responsible for their own officers, deputies, agents and employees as well as any real or personal property used in fulfilling their obligations under this agreement.

6. Term of Agreement

This agreement becomes effective when it is signed by both parties and will terminate on March 15, 2015, unless it is terminated earlier.

7. Termination

- A. This agreement may be terminated by either party upon 30 days written notice.
- B. This agreement may be terminated at any time for nonperformance of any material term of this agreement.
- C. This agreement shall automatically terminate upon an exhaustion of funding for this agreement or when invoices or requests for reimbursement reach the maximum amount indicated in Section 3 above.

CCDA

By: Board of County Commissioners
Name:
Title:


Date: _____

Attest: Recording Secretary

Date

Approved as to form

MCSO

By: 
Name: DANIEL STATON
Title: SHERIFF

Date: 9-24-2013

Attest:

Date

Carlos J. Calandriello
Approved as to form



John S. Foote, District Attorney for Clackamas County

Clackamas County Courthouse, 807 Main Street, Room 7, Oregon City, Oregon 97045
503 655-8431, FAX 503 650-8943, www.co.clackamas.or.us/da/

10

October 10, 2013

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of
Local Grant Agreement between Clackamas County and The Children's Center of Clackamas County

Purpose/Outcomes	To benefit child abuse victims and their families by providing medical diagnosis and treatment recommendations within Clackamas County and provide law enforcement with necessary information to allow for prosecution.
Dollar Amount and Fiscal Impact	The County will receive \$778,299 from the State of Oregon for child abuse multidisciplinary intervention and \$341,000 of these funds will be passed through to the Children's Center. In addition, the District Attorney has appropriated \$30,000 in general funds from the 2013-2014 budget to be dedicated to the Children's Center.
Funding Source	State of Oregon and County General Fund
Safety Impact	The Children's Center is a partner in Clackamas County's response to child abuse. The Children's Center supports children and families in cases of suspected physical abuse, sexual abuse, neglect, drug endangerment and witness to violence.
Duration	Effective July 1, 2013 through June 30, 2014
Previous Board Action/Review	08/09/12: BCC approved contract renewal for one year between Clackamas County and The Children's Center of Clackamas County
Contact Person	Sarah Brown, Administrative Services Manager for the District Attorney

BACKGROUND:

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately.

Clackamas County has received funding from the State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI) since at least 2005. CAMI funds are intended for the ongoing

support of community child abuse intervention centers (ORS 418.790 through 418.792) and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.745 through 418.747).

The CAMI Program goal is to support a multidisciplinary approach to child abuse intervention. It is the intention of the CAMI Program that services are provided in a child friendly environment by professionals who are trained in risk assessment, the dynamics of child physical and sexual abuse and neglect, legally sound and age appropriate interviewing, and age appropriate investigatory techniques. Services include assessment, advocacy, and treatment to children who are victims or alleged victims of child abuse (CAMI Grant Handbook, 2013).

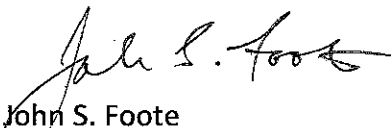
The Clackamas County CAMI MDT designated the Clackamas County Children's Center as the provider of the services outlined above. In addition to the services listed above, the Children's Center also provides mental health crisis intervention and referral, support, education, and case management for families in Clackamas County struggling with issues of abuse or neglect.

Children are referred to the Clackamas County Children's Center from law enforcement agencies, child protective workers, parents, teachers, doctors, and others concerned for the welfare of the child. The Children's Center also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings.

RECOMMENDATION:

I respectfully recommend that the Board approve the attached Local Grant Agreement between Clackamas County and the Children's Center of Clackamas County as submitted.

Respectfully submitted,



John S. Foote

CLACKAMAS COUNTY, OREGON		
LOCAL GRANT AGREEMENT: CAMI-MDT-2013-ClackamasCo.DAVAP-00008		
Project Name: Clackamas County CAMI MDT		
Project Number: To Be Assigned by Finance		
This Agreement is between Clackamas County, Oregon, acting by and through its Office of the District Attorney and The Children's Center of Clackamas County (RECIPIENT) .		
RECIPIENT Data	Clackamas County Data	
Program Administrator: Barbara Peschiera Executive Director	Grant Accountant: Larry Crumbaker	Project Officer: Joan Radonich
Children's Center 1713 Penn Lane Oregon City, OR 97045 Phone: 503-655-7725 Email: barbara@childrenscenter.cc	Clackamas County--Finance 2051 Kaen Road Oregon City, OR 97045 Phone: 503-742-5429 Email: LarryCru@comcast.net	Clackamas County-- District Attorney 807 Main Street Oregon City, OR 97045 Phone: 503-655-8431 Email: jprc5@comcast.net
FEIN: 75-3027143		

RECITALS

1. Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office. The legislature recognized then, as it does still today, that identifying and responding to child abuse is complicated and thus requires complex collaboration and consistent team work in order to address child abuse situations adequately.
2. In 1993, the Oregon Legislature established the Child Abuse Multidisciplinary Intervention (CAMI) Program. The CAMI Program provides funding to counties for the development and ongoing support of community child abuse intervention centers (ORS 418.790 through 418.792), and for the development and maintenance of child abuse multidisciplinary teams (ORS 418.746 through 418.747). CAMI Program grant funds come from the Criminal Fines and Assessment Account Public Safety Fund (CFAA). CFAA funds come from fines assessed on persons convicted of a crime, violation, or infraction by justice, municipal, district, circuit and juvenile courts.
3. Clackamas County (COUNTY) desires to have the RECIPIENT administer the CAMI and COUNTY to funds for the assessment, advocacy, and treatment related to child abuse intervention.
4. This Local Grant Agreement of financial assistance sets forth the terms and conditions pursuant to which RECIPIENT agrees on delivery of the Program.

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

AGREEMENT

1. **Term and Effective Date.** This Agreement shall be effective as of the **July 1, 2013** and shall expire on **June 30, 2014**, unless sooner terminated or extended pursuant to the terms hereof.
2. **Program.** The Program is described in Attached Exhibit A: RECIPIENT Statement of Program Objectives. RECIPIENT agrees to perform the Project in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** RECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, RECIPIENT shall comply with the requirements of the Oregon Department of Justice's Child Abuse Multidisciplinary Intervention Intergovernmental Grant Agreement 2013-2014, that is the source of the grant funding, in addition to compliance with the statutory requirements stated in ORS 418.746-418.796.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the **CAMI-MDT-2013-ClackamasCo.DAVAP-00008** issued to the COUNTY by the State of Oregon through its Department of Oregon Department of Justice, in the amount of \$341,000. The balance of the agreement, \$30,000, is from COUNTY general funds, to be used for the purposes approved in Exhibit B. The maximum, not to exceed, grant amount that the COUNTY will pay is **\$341,000** and COUNTY general fund amount of **\$30,000**.

This is a cost reimbursement grant and disbursements will be made in accordance with the schedule and requirements contained in Exhibit D: Required Financial Reporting and Reimbursement Request and Exhibit E: Monthly/Quarterly/Final Performance Report. Failure to comply with the terms of this Agreement may result in withholding of payment.

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. **RECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least thirty (30) 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 RECIPIENT 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. This notice may be transmitted in person, by 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. RECIPIENT 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 reasonable 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.** RECIPIENT agrees to its status as a RECIPIENT, and accepts among its duties and responsibilities the following:
 - a) **Financial Management.** The RECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Budget.** The RECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: RECIPIENT PROGRAM BUDGET. The RECIPIENT may not transfer grant funds between budget lines with the prior written approval of the COUNTY. At no time may budget modification change the scope of the original grant application or agreement.
- c) **Allowable Uses of Funds.** RECIPIENT acknowledges the following as allowable uses of funds: OAR 137-082-0220 (2) states that CAMI funds may be used for Assessment Services, Advocacy Services, Treatment Services, and Eligible Expenses. In accordance with ORS 418.746 (2) the RECIPIENT shall not use the grant funds to replace funds previously allocated by the RECIPIENT for child abuse intervention. Additional guidance can be found at on allowable and unallowable costs are provided in the CAMI grant management handbook. http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf
- d) **Period of Availability.** RECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the funding period. Cost incurred prior to this date will be disallowed.
- e) **Match.** Matching funds are not required for this Agreement.
- f) **Payment.** The RECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement. Routine requests for reimbursement should be submitted as specified in Exhibit D. COUNTY shall not be responsible for payment of any materials, expenses, or costs other than those specifically approved in Exhibit B: RECIPIENT PROGRAM BUDGET. RECIPIENT must be in compliance with all reporting requirements to be eligible for payment.
- g) **Performance Reporting.** The RECIPIENT must submit Performance Reports as specified in Exhibit E for each period (monthly, quarterly, and final) during the term of this Agreement.
- h) **Lobbying.** The RECIPIENT agrees that no portion of the grant funds will be used to engage in lobbying of the Federal, State, or County Government or in litigation against the United States unless authorized under existing law. In addition, the RECIPIENT 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.
- i) **Audit.** The RECIPIENT shall comply with the audit requirements prescribed by State and Federal law. RECIPIENT expenditures of \$500,000 or more in Federal funds require an annual Single Audit, in accordance with *OMB Circular A-133*. RECIPIENT is required to hire an independent auditor qualified to conduct such audits and submit the audit reports to the COUNTY within 9 months from the RECIPIENT'S fiscal year end or 30 days after issuance of the reports, whichever is sooner.
- j) **Monitoring.** The RECIPIENT agrees to allow access to conduct site visits and inspections of financial records for the purpose of monitoring. The COUNTY, the State 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 RECIPIENT 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.
- k) **Record Retention.** The RECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of seven (7) 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.

- l) **Failure to Comply.** RECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and RECIPIENT 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 RECIPIENT grant funds until compliance is met or to terminate this relationship including the original contract and all associated amendments.
- m) **Criminal History Verification.** RECIPIENT shall obtain a criminal history record check on any employee, potential employee, contractor, or volunteer working with victims of crime. The criminal record check should be sufficient to indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an individual who may work with victims of crime.

Accordingly, the RECIPIENT shall develop policies and procedures to review criminal arrests or convictions of employees, potential employees, contractors, and volunteers. The review will encompass: the severity and nature of the crime, the number of offenses, the time elapsed since occurrence, the circumstances surrounding the crime, the individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior, and the police report confirming the individual's explanation of the crime. Based on the information received, the RECIPIENT shall determine if the employee, potential employee, contractor, or volunteer has been convicted of one of the crimes in this Section and whether based upon the conviction, the individual poses a risk to working safely with victims of crime. If the RECIPIENT chooses to hire or retain the said individual, the RECIPIENT shall confirm the reasons in writing and place this along with all background checks and related information in the personnel file for permanent retention. Justifications to hire or retain shall address how the individual is presently suitable or able to work with victims of crime in a safe and trustworthy manner.

- n) **Confidentiality.** RECIPIENT expressly agrees to comply with ORS 418.795 (1) and will follow all confidentiality requirements when working with victims of crime.

10. Compliance with Applicable Laws

- a) **Public Policy.** The RECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, 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) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations as applicable to RECIPIENT.
- b) **State Statutes.** RECIPIENT 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. The RECIPIENT shall comply with the terms of the Grant Management Handbook available at http://www.doj.state.or.us/victims/pdf/cami_grant_management_handbook.pdf and incorporated herein.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, RECIPIENT shall in writing request County to resolve the conflict. RECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

11. 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 in excess of \$100,000 must receive prior written approval from County in addition to any other approvals required by law applicable to the RECIPIENT. Justification for sole-source procurement in excess of \$100,000 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 RECIPIENT's compliance with, and RECIPIENT shall comply with, the obligations applicable to public contracts under ORS 279C.520 and 279C.530, which are incorporated by reference herein
- c) The RECIPIENT 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 shall be excluded 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 RECIPIENT 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.

12. General Agreement Provisions.

- a) **Indemnification.** RECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to RECIPIENT's negligent or willful acts or those of its employees, agents or those under RECIPIENT's control. RECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to RECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, RECIPIENT shall maintain in force, at its own expense, each insurance noted below:
 - 1) **Commercial General Liability.** RECIPIENT shall obtain, at RECIPIENT'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.
 - 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, RECIPIENT shall obtain at RECIPIENT 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.
 - 3) **Professional Liability.** If the Agreement involves the provision of professional services, RECIPIENT 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.

- 4) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include "Clackamas County, its agents, officers, and employees" as an additional insured.
 - 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 COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 60 day notice of cancellation provision shall be physically endorsed on to the policy.
 - 6) **Insurance Carrier Rating.** Coverage provided by RECIPIENT 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.
 - 7) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, RECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. The certificate will specify that all insurance-related provisions within the agreement have been compiled with. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
 - 8) **Primary Coverage Clarification.** RECIPIENT coverage will be primary in the event of a loss.
 - 9) **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.
- c) **Assignment.** RECIPIENT shall not enter into any subcontracts for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of the COUNTY.
 - d) **Independent Status.** RECIPIENT is independent of the COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. RECIPIENT 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. RECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
 - e) **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.

- f) **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. Any litigation between the COUNTY and RECIPIENT 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.
- g) **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.
- h) **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.
- i) **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.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and RECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

SIGNATURE PAGE TO PARTICIPATION AGREEMENT
(CLACKAMAS COUNTY)

AGREED as of the Effective Date.

CLACKAMAS COUNTY, OREGON

Children's Center

By: _____
Chair

By: Barbara Peschiera
Barbara Peschiera, Executive Director

By: _____
Recording Secretary

Dated: 10/1/13

Dated: _____

Approved to Form

By: _____
County Counsel

- Exhibit A: RECIPIENT Statement of Program Objectives
- Exhibit B: RECIPIENT Program Budget
- Exhibit C: Lobbying and Litigation Certificate
- Exhibit D: Required Financial Reporting and Reimbursement Request
- Exhibit E: Monthly/Quarterly/Final Performance Report

CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT

EXHIBIT A: RECIPIENT Statement of Program Objectives

PROJECT NAME: <i>Clackamas County CAMI MDT</i>	AGREEMENT #: <i>CAMI-MDT-2013-ClackamasCo.DAVAP-00008</i>
RECIPIENT: <i>CHILDREN'S CENTER</i>	

BACKGROUND Clackamas County receives \$341,000 from State of Oregon for Child Abuse Multi-Disciplinary Intervention (CAMI). These funds are directed by the Clackamas County CAMI MDT to Children's Center, the county's designated medical provider for child abuse, who responds to all child abuse referrals from Clackamas County agencies, mandatory reporters and families.

Children's Center is a partner in Clackamas County's response to child abuse, intervention, prevention and prosecution. Children's Center provides complete medical assessments, including complete physical examinations and videotaped interviews by trained professionals, to children suspected to be victims of abuse or neglect. Children are referred to Children's Center from law enforcement agencies, child protective workers, parents, teachers, doctors and others concerned for the welfare of the child. Children's Centers also provides law enforcement and prosecution with necessary information to proceed with prosecution and ensures that staff will be available to appear in judicial proceedings. Children's Center also provides mental health crisis intervention and referral, support, and education for families in Clackamas County struggling with issues of abuse or neglect.

Children's Center's program is comprised of the following:

Children's Center is a medical evaluation center for children suspected to be victims of abuse or neglect. Children are referred to the Center from law enforcement agencies, child protective workers, parents, teachers, doctors and others concerned for the welfare of a child.

Forensic Medical Assessments

Comprehensive head-to-toe exam to determine and document a child's health and safety by Medical Examiners trained in diagnosing child abuse and neglect. Medical exams provided for children identified under Karly's Law. Oregon state law requires investigative agencies to seek a medical evaluation within 48 hours for children who are found to have suspicious physical injuries. Drug screening for children endangered by exposure to drug use, distribution, or manufacturing. Screenings include urinalysis and hair testing.

Forensic Interviewing Services

Videotaped forensic interviews with Child Interviewers specially trained to talk to children of all ages and developmental levels. Child Interviewers work with the Medical Examiners as part of the medical evaluation.

Family Support

Support, referrals, and education for families in Clackamas County struggling with issues of abuse or neglect. These services are offered to non-offending family members of children receiving evaluations at Children's Center as well as families in the community.

Community Outreach & Education

Trainings, presentations and resources for local professional and community groups.

Medical Record Reviews

Review medical records and make recommendations for treatment or follow-up in cases of medical neglect, medical child abuse, and Karly's Law.

Non-Offending Caregiver Support Groups

Support groups for non-offending caregivers of children who have been sexually abused.

CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT

EXHIBIT A: RECIPIENT Statement of Program Objectives

Response to Inappropriately Sexualized Kids (RISK) Outreach

RISK was established by the Clackamas County Multi-Disciplinary Team to provide support, education, resources and intervention to children under the age of 12 who are demonstrating sexually inappropriate behavior. The goal is to address the behaviors before they escalate and/or to prevent juvenile justice involvement.

Goals:

Children's Center Goals, Objectives, Outcomes FY 2013-2014

- 1. Goal:** Provide high quality and comprehensive medical assessments and support services for Clackamas County children suspected to be victims of abuse as part of a coordinated response from Clackamas County's MDT partners.

2.Objectives	3. Activities	4. Target Outputs	5. Output Number	6. Outcomes
1. Solicit feedback from patients and families	Administer satisfaction surveys to families served	90% of families are satisfied with services		
2. Solicit feedback from MDT partners	Administer satisfaction surveys to partners who attend evaluations	90% of partners are satisfied with overall services		
3. Staff providing services to families will be well trained	Provide opportunities to staff to access relevant training	90% of staff providing services to families will attend relevant trainings		

2. Goal: RISK Outreach

Provide a coordinated approach to child abuse assessment and intervention that will be conducted efficiently and professionally with a focus on the safety of children to and to provide follow-up services and outreach for children, families and other community agencies.

2. Objectives	3. Activities	4. Target Outputs	5. Output Number	6. Outcomes
1. Provide outreach, intervention and follow-up to RISK referrals	Initiate contact with families and provide education, support & referrals.	Provide outreach and resources to @ 50 families.		
2. Provide outreach, resources and education to local school districts, day care providers, etc.	Initiate or follow-up on school requests or identified agencies in need of training or resources	Provide 2-5 outreach training/resources to school districts, day care providers, law enforcement or other mandatory reporters.		
3. Coordinate with RISK Team members in providing services to	Attend all monthly RISK meetings. Coordinate with	Monthly reports of status/outcomes of cases referred to		

CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT

EXHIBIT A: RECIPIENT Statement of Program Objectives

families.	community agencies as needed.	RISK Outreach. Quarterly reports documenting number of contacts, type of referral & outcomes.		
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PROJECT

Clackamas County commitment entails:

Oregon law (ORS 418.746-418.796) requires that every county utilize a multidisciplinary approach to child abuse intervention. In 1989, the law specified that every county create a multidisciplinary team (MDT) that is coordinated through each county's District Attorney's office. (Grant Handbook, page 5)

The Clackamas County District Attorney's Office will manage CAMI funds¹ and assign a senior deputy district attorney (DDA) to chair the MDT. The DDA will ensure that local support is maintained and conflicts are resolved appropriately. He or she will be responsible for ensuring that protocols are in place and MDT partner agencies adhere to the protocols to the greatest extent possible. (Grant Handbook, page 32)

¹ Spending authority remains with the MDT and is strictly tied to the agreed grant budget.(Grant Handbook, page 15)

CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT

EXHIBIT B: RECIPIENT PROGRAM BUDGET

CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT

EXHIBIT C: LOBBYING CERTIFICATE

Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- (1) No 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal, State, or Locally funded contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

- (2) If any funds other than 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 local grant agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The undersigned 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 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. 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.

The Children's Center of Clackamas County


Children's Center CAMI-MDT-2013-
ClackamasCo.DAVAP-00008

Organization Name

Award Number or Project Name

Barbara Peschiera, Executive Director

Name and Title of Authorized Representative


Signature

10/1/13
Date

CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT

EXHIBIT D: REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST

INVOICING

1. Recipient may submit multiple requests for cost reimbursement but **reimbursement requests must be submitted no less frequently than quarterly**. The invoices must describe all work performed with particularity, including by whom it was performed, and must itemize and explain all expenses for which reimbursement is claimed. Invoices must be submitted with the Agreement Expenditures Report (see attached).
2. **Invoices for reimbursement of expenses occurring in a County fiscal year (July 1 - June 30) must be received no later than the following July 15th. In addition, for quarterly reporting purposes, monthly invoices need to be received no later than 15 days after the end of the month.**
3. Payments will be based on reimbursement of actual costs authorized by this Agreement. Supporting documentation must be retained for expenses for which reimbursement is claimed and for all match expenses reported. Documentation required includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and receipts for lodging, airfare, car rental and conference registration. This documentation should be readily available, upon request or site visit.
4. Invoices must be sent to **Clackamas County District Attorney's, Attn: Larry Crumbaker** 2051 Kaen Road, Oregon City, OR 97045 or by email at LarryCru@co.clackamas.or.us. Invoices are subject to the review and approval of the MDT Coordinator and Grant Accountant. Payment is contingent on compliance with all terms and conditions of this Agreement, including reporting requirements.

CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT AGREEMENT

EXHIBIT D: REQUIRED FINANCIAL REPORTING AND REIMBURSEMENT REQUEST

PROJECT NAME: Clackamas County CAMI MDT	AGREEMENT PERIOD	
GRANT AGREEMENT NUMBER: CAMI-MDT-2013-ClackamasCo.DAVAP-00008	From: 07/01/2013	To: 06/30/2014
NAME/ADDRESS/PHONE NUMBER OF RECIPIENT: Children's Center of Clackamas County 1713 Penn Lane Oregon City OR 97045 Phone: 503-655-7725 Fax: 503-655-7220 Email: office@childrenscenter.cc	CURRENT EXPENDITURE PERIOD:	
	TOTAL MATCH REQUIREMENT: \$0	
	TOTAL GRANT AMOUNT: \$341,000	

EXPENDITURE SUMMARY	Grant Expenditures		
	a	b	a + b = c
	Previously Reported	Current Period	Cumulative to Date
RISK Outreach - Wages & Fringe			
Child Abuse Services/Grant			
Child Abuse Services/County Funds			
Total			

Clackamas County and the State government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION		
I certify that this report is true and correct to the best of my knowledge and that all expenditures reported have been made in accordance with the budget and other provisions contained in the Agreement.		
Signature _____	Title _____	Date _____

**CLACKAMAS COUNTY AND CHILDREN'S CENTER OF CLACKAMAS COUNTY LOCAL GRANT
AGREEMENT**

EXHIBIT E: MONTHLY/QUARTERLY/FINAL PERFORMANCE REPORT

REPORTING

1. The Recipient must submit Performance Report, to the MDT Coordinator, two times per year. Reports will be due no later than 15 days after the end of the six month reporting period:

January 15, 2014 for the time frame 7/1/13 – 12/31/13

July 15, 2014 for the time frame 1/1/14 – 6/30/14

- (a) Statistical report to include:

a) Number of children referred and seen for medical assessments

b) Number of children referred and seen for advocacy services (protective, intervention, prevention)

c) Number of children referred and seen for treatment services (protective, intervention, prevention)

- (b) Progress Report to include:

a) Goals, objectives, and outcomes

2. The Recipient must submit a Final Performance Report no later than July 15, 2014. All reports must be submitted in a format similar to the example below. The reports may be provided electronically. Reports must contain a discussion on each of the following:

- A comparison of actual accomplishments to the outputs /outcomes established in the Program description above for the period. The Final Performance Report should cover the entire program period.
- The reasons established outputs/outcomes were not met.
- Other pertinent information on the progress of the Project.

In addition to the Annual Performance Reports, the Recipient must notify Clackamas County Project Officer of developments that have a significant impact on the grant supported activities. The Recipient must inform Clackamas County Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.