



Deschutes County Board of Commissioners  
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(541) 388-6570 - Fax (541) 385-3202 - [www.deschutes.org](http://www.deschutes.org)

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## **AGENDA REQUEST & STAFF REPORT**

### **For Board Business Meeting of December 21, 2015**

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**DATE:** December 14, 2015

**FROM:** Nancy Mooney, Contract Specialist                      Phone: 322-7516  
Health Services, Behavioral Health Division

**TITLE OF AGENDA ITEM:**

Consideration of Board Signature of Document #2015-721, Agreement between High Desert Education Service District and Deschutes County Health Services (DCHS).

**PUBLIC HEARING ON THIS DATE?** No

**BACKGROUND AND POLICY IMPLICATIONS:**

This Grant outlines High Desert Education Service District's roles and responsibilities in participation of the Healthy Families of the High Desert program. High Desert Education Service District is a regional support system that links school districts in Central Oregon to state and national education resources. Their programs help districts minimize duplication of services, preserve their local budgets and receive special programs that might otherwise be unavailable to them.

Healthy Families of the High Desert is Deschutes County's Healthy Start Program. It is a voluntary home visiting program that assists families in giving their newborn children a "healthy start" in life. The program offers weekly intensive home visits for first birth, high-need families and one-time welcome home visit to all families with newborns.

This grant is a six (6) month extension of the Healthy Families funding from the Oregon Department of Education Early Learning Division. Beginning January 1, 2016, Healthy Families funding will flow to the Wellness and Education Board of Central Oregon (WEBCO) and WEBCO will subcontract with the High Desert Education Service District for services in Crook, Deschutes and Jefferson Counties. This six (6) month grant will continue intensive home visitation services to reduce risk factors for child maltreatment, promote school readiness and healthy development. A maximum caseload of ninety-nine (99) high risk families will continue to receive intensive home visitation services.

**FISCAL IMPLICATIONS:**

Maximum compensation is \$164,857.90.

**RECOMMENDATION & ACTION REQUESTED:**

Behavioral Health requests approval.

**ATTENDANCE:** Sarah Peterson, Regional Early Learning Coordinator

**DISTRIBUTION OF DOCUMENTS:**

Executed copies to: Nancy Mooney, Contract Specialist, Health Services

## **DESCHUTES COUNTY DOCUMENT SUMMARY**

(NOTE: This form is required to be submitted with ALL contracts and other agreements, regardless of whether the document is to be on a Board agenda or can be signed by the County Administrator or Department Director. If the document is to be on a Board agenda, the Agenda Request Form is also required. If this form is not included with the document, the document will be returned to the Department. Please submit documents to the Board Secretary for tracking purposes, and not directly to Legal Counsel, the County Administrator or the Commissioners. In addition to submitting this form with your documents, please submit this form electronically to the Board Secretary.)

Please complete all sections above the Official Review line.

**Date:** December 8, 2015

**Department:** Health Services, Early Learning Division

**Contractor/Supplier/Consultant Name:** High Desert Education Service District

**Contractor Contact:** Lori Colvin

**Type of Document:** Grant

**Goods and/or Services:** This Grant outlines High Desert Education Service District's roles and responsibilities in participation of the Healthy Families of the High Desert, Healthy Start Program.

**Background & History:** High Desert Education Service District is a regional support system that links school districts in Central Oregon to state and national education resources. Their programs help districts minimize duplication of services, preserve their local budgets and receive special programs that might otherwise be unavailable to them.

Healthy Families of the High Desert is Deschutes County's Oregon Healthy Start Program. It is a voluntary home visiting program that assists families in giving their newborn children a "healthy start" in life. The program offers weekly intensive home visits for first birth, high-need families and one-time welcome home visit to all families with newborns.

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**Agreement Start Date:** July 1, 2015

**Ending Date:** December 31, 2015

**Annual Value or Total Payment:** Maximum compensation is \$164,857.90.

☒ Insurance Certificate Received (check box)

Insurance Expiration Date: July 1, 2016

Check all that apply:

☐ RFP, Solicitation or Bid Process

☐ Informal quotes (<\$150K)

☒ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

12/8/2015

**Funding Source:** (Included in current budget? ☒ Yes ☐ No)

If **No**, has budget amendment been submitted? ☐ Yes ☐ No

**Is this a Grant Agreement providing revenue to the County?** ☐ Yes ☒ No

Special conditions attached to this grant:

Deadlines for reporting to the grantor:

If a new FTE will be hired with grant funds, confirm that Personnel has been notified that it is a grant-funded position so that this will be noted in the offer letter: ☐ Yes ☐ No

Contact information for the person responsible for grant compliance: Name:

Phone #:

**Departmental Contact and Title:**

Nancy Mooney, Contract Specialist

**Phone #:** 541-322-7516

**Department Director Approval:**

  
Signature

12/9/15  
Date

**Distribution of Document:** Return both originals to Nancy Mooney, Health Services Department.

**Official Review:**

County Signature Required (check one): ☒ BOCC ☐ Department Director (if <\$25K)

☐ Administrator (if >\$50K but <\$150K; if >\$150K, BOCC Order No. \_\_\_\_\_)

Legal Review 

Date 12/15/15

Document Number 2015-721

**Contract for Subgrant Under  
The Deschutes County Health Services Department, Early Learning Division (ELD)**



For Recording Stamp Only

**Contract for Subgrant Under  
The Deschutes County Health Services Department, Early Learning Division (ELD)**

Contractor: **High Desert Education Service District**  
Project: **Healthy Families of the High Desert, Healthy Start**  
Contact: **Lori Colvin, Healthy Families Coordinator**

THIS CONTRACT, made and entered into by and between Deschutes County, a political subdivision of the State of Oregon, hereinafter called "County," acting by and through the Deschutes County Health Services Department, Early Learning Division, herein after called the "EL Division", "ELD" or "County", and **High Desert Education Service District**, an Oregon non-profit corporation, Federal Tax ID #93-6002511, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, Contractor has submitted to EL Division its application for a subgrant award to undertake the Project, as set forth in Exhibits A and B; and

WHEREAS, in reliance upon Contractor's application, and expressed willingness and capability to undertake the Project pursuant to this Contract, County has selected Contractor to perform the services set forth in this Contract in accordance with the attached Work Plan and Budget; and

WHEREAS, Contractor has agreed to complete the Work Plan and the Contract in accordance with the terms and conditions of all granting organizations managed by and through the EL Division, now, therefore, in consideration of the mutual promises hereinafter stated, IT IS HEREBY AGREED by and between the parties above mentioned, as follows:

**1. DEFINITIONS**

Application – The proposal provided by an applicant agency seeking funding. The application helps define the service to be purchased and the use of EL Division resources.

Director – The Director of the Deschutes County Health Services Department or the Director's designee.

Grant - The application, award, and incorporated documents constituting an agreement between County and the Oregon Commission on Children & Families Healthy Start to carry out the Project, as defined in Exhibit A.

Other granting organizations – Any entity providing resources (to the EL Division) that provide funds for this Contract.

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EL Division – The Deschutes County Health Services Early Learning Division.

Work Plan – The attached document that details the performance measures which Contractor must satisfy in order to qualify for payment under this Contract.

2. **Effective Date:** This Contract is retro actively effective at 12:01 a.m., July 1, 2015. Contractor shall not be entitled to payment for any services that are or may have been rendered prior to the effective date of this Contract.
3. **Duration.** This Contract expires at 11:59 p.m. on, December 31, 2015.
4. **Contractor's Services.** Contractor agrees to provide the services set forth in the Work Plan, marked Exhibit A, and in accordance with the Budget, marked Exhibit B, both of which are attached hereto and by this reference incorporated herein. Exhibit A may be modified during the term of this Contract only upon the written consent of Contractor and the Director, provided that a) the modifications are consistent with the Work Plan goals in Exhibit A, and, if approved, b) the value of services to be furnished equals or exceeds the value of services set forth in Exhibit A and Exhibit B, as determined by the Director.
5. **Consideration.** The maximum consideration authorized under this Contract is **\$164,857.90**. Said consideration is the complete compensation to Contractor for services performed. This Contract between the County and the Contractor is subject to the appropriation, continuation and sufficiency of local, state and federal funds.
6. **Independent Contractor.** Contractor is engaged hereby as an independent contractor, as that term is defined by ORS 670.600, and will be so deemed all purposes, including without limitation, the following:
  - a. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.
  - b. This Contract does not entitle Contractor to any wages or benefits generally paid or granted to County employees, including, without limitation, vacation, holiday and sick leave, other leaves with pay, medical and dental coverage, life and disability insurance, and other forms of compensation.
  - c. Contractor is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Contract. If Contractor performs this Contract without the assistance of any other person, upon County's request, Contractor shall execute a Joint Declaration with County's Workers' Compensation carrier absolving County of any and all liability for Workers' Compensation benefits under ORS 656.029(2).
7. **Subcontractor Delegation.** Contractor shall not assign or delegate the responsibility for providing services hereunder to any other individual or agency, unless outlined in this Contract or approved in writing by the Director.

Any delegation, subcontract, assignment, or transfer without the prior written consent of County shall constitute a material breach of this Contract.

  - a. Any such assignment or transfer, if approved, is subject to such conditions and

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provisions, as the County may deem necessary.

- b. No approval by the County of any assignment or transfer of interest shall be deemed to create any obligation of the County to increase rates of payment or the maximum Contract consideration.
- c. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of services under this Contract and that are necessary for the performance of the work.
- d. Any subcontracts that the County may authorize shall contain all requirements of this Contract, and the Contractor shall be responsible for the performance of the subcontractor.

**8. Duties and Responsibilities of County.**

- a. **Oversee the Contractor's completion of the Work Plan** in accordance with the terms and conditions of the Grant, which is by this reference incorporated herein.
- b. **Disburse Grant funds**, as appropriate, upon timely receipt from Contractor of complete and accurate reports and documents required by this Contract or requested by County. Except as otherwise provided in this Contract, County will disburse to Contractor on a quarterly basis throughout the length of the contract within twenty-five (25) days after receipt of the required items referred to in 9 (i) below. Payment may be delayed or denied, if required documentation is not received. Disbursement will include any unpaid amounts for satisfactory performance during the previous three (3) months. Contractor shall make available quarterly reports based on a schedule determined by the Director at the beginning of the contract period. Reports may be submitted electronically using forms/templates approved by the EL Division. The number of payments will be based upon the number of calendar quarters contained in the Contract.
- c. **Maintain an inventory of all property** purchased and provide reports in accordance with the requirements of the EL Division.

**9. Duties and Responsibilities of Contractor.**

- a. **Carry out the Project as an independent contractor** and not as an agent of County in accordance with the terms and conditions of the Grant and Scope of Work.
- b. **Obtain prior Director approval of all revisions to the Budget** as detailed in Exhibit B that are in excess of ten percent (10%) of the amount of the contracted amount.
- c. **Document and report cash or in-kind match** in the amounts shown in Exhibit B.
- d. **Prepare and furnish such plans, data, descriptive information and reports** as may be requested by County, as needed to comply with County, State and or Federal requirements. Contractor agrees to, and does hereby grant the County and any other granting organizations the right to reproduce, use, and disclose all or any part of the reports, data, and technical information furnished under this



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Contract.

- e. **Justify all costs** by properly executed payroll records, time records, invoices, contracts, vouchers, orders, and any other accounting documents pertaining in whole or in part to this Contract, conforming to generally accepted accounting principles and in sufficient detail to permit County to verify how the financial assistance paid by County under this Contract was expended.
- f. **Maintain confidentiality of all records** pursuant to applicable Oregon Revised Statutes. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person. The Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidentiality provision.
- g. **Submit to County, on a regular basis, the required reporting forms** per the reporting schedule in Exhibit A.
- h. **Meet at least once during the Contract period with a designated EL Division representative** to discuss Work Plan (Exhibit A) progress. Additional meetings may be required by the EL Division.
- i. **When actual performance varies significantly** from Exhibit A, the Contractor shall submit to the EL Division a written explanation along with the quarterly report (or within the reporting time frame approved by the Director at the beginning of the contract term). Significant variance in performance means a 15% or greater variation reflecting poorer outcomes and/or outputs than as outlined in Exhibit A, Work Plan or the reporting time frame, and shall be deemed non-compliance with the work plan. In the event a Contractor does not submit a written explanation with the required reports when a significant variance in performance has occurred, the EL Division staff liaison will endeavor to notify the Contractor and request a written explanation within thirty (30) days of notification, provided however, that failure to provide such notice shall not excuse Contractor's non-compliance.
- j. **The written explanation for non-compliance shall include at a minimum the following information:**
  - (1) an explanation as to why the Contractor is out of compliance;
  - (2) clear description of what the Contractor is doing or proposes to do to correct the non-compliance; and
  - (3) a proposed time line for bringing the program into compliance or an explanation for the reason the program will or may not be able to bring performance into compliance.
- k. **The Contractor's written explanation shall be subject to review/approval** by the Director and, depending on the severity of the non-compliance, as determined by the Director.
- l. **Regardless of Contractor's explanation, the Director and the Board Of County Commissioners retain the right to take appropriate action** in cases where reported outcomes and/or outputs vary significantly from the

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agreed upon Work Plan, including reducing funding, withholding payment of funds, recoupment of funds and, in the Director's sole discretion, reallocation of grant funds for distribution to other contractors or programs.

- m. **Assurances:** The Contractor attests that the information provided to EL Division to determine Contractor eligibility for payment, including all required reports, is true and accurate to the best of the Contractor's knowledge. The Contractor's representative signing this Contract further attests that they have the authority to represent their organization in all phases of the contract, including the selection process. Contractor's representative signing this Contract understands that any false or substantially incorrect statements may disqualify the Contractor's proposal from further consideration, and shall be cause for termination of any contract.
- n. **Contractor shall expressly refer to the EL Division's financial support** by adhering to the Deschutes County Co-Branding Goals, Guidelines and Expectations, as set forth in the attached Exhibit C. Any Contractor failing to identify itself as a Deschutes County funded partner agency and/or to adhere to the Deschutes County co-branding expectations outlined in Exhibit C may result in the termination of the Contract and/or cause the EL Division to sever any future funding partner relationship.
- o. **If a Contractor has any concerns, complaints or issues** with the EL Division the Contractor shall notify the Director to voice such concerns, complaints or issues. The Contractor shall not voice concerns, complaints or issues it has with ELD in published materials or the media. Significant issues, complaints or concerns should be outlined in writing and directed to the Director.
- p. **Family Violence Policy:** No later than the end of the Contract term (or, if more than one (1) year, the first anniversary of the contract), the Contractor shall prepare and adopt a formal workplace policy related to family violence. At a minimum, the policy will include a statement of how family violence victims will be supported and how the Contractor will provide necessary staff training in support of family violence victims.
- q. **Child Abuse Reporting Policy:** No later than the end of the contract term (or, if more than one (1) year, the first anniversary of the contract), the Contractor shall prepare and adopt a formal work place policy related to reporting of child abuse. At a minimum, the policy will include a statement of how child abuse will be recognized and reported and how the Contractor will provide necessary staff training to ensure that incidents of child abuse are recognized and reported.
- r. **Perform services as an equal opportunity employer.** Contractor shall not deny services or discriminate on the basis of sex, race, color, age, creed, national origin, marital status, sexual orientation, disability, duration of residence or any other protected classification under state or federal law, and there shall be no discrimination in selection, compensation, or other employment practices with respect to personnel coming under the auspices of Contractor. Contractor will otherwise comply with the provisions and requirements of Title VII of the Civil Rights Act of 1974, and all requirements issued by the Department of Justice.



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- s. **Age, Gender, and Culture Sensitivity:** Contractor shall provide effective service without regard to the age, gender or cultural differences among clients. This includes Contractor having sufficient training and knowledge, as well as appropriate age, gender and cultural neutral program features. If local training programs to enhance service delivery in response to age, gender or cultural differences of clients are available during the contract term, Contractor shall participate.
  - t. **Contractor shall not expend** nor request County reimbursement of any grant funds for Activities and Services, including allowable costs, other than those set forth in Exhibit A, which are undertaken by, timely completed and properly documented by Contractor.
10. **Additional State and Federal Requirements Applicable to Contract.** If any funds to be paid to Contractor under this Contract are received by the County from any agency of the federal government, Contractor shall comply with all applicable federal, state and local laws, including but not limited to, OAR 423-010-0005 to 423-010-0040 and the following laws:
- a. Contractor shall comply with all federal, state and local laws, regulations, executive orders, codes and ordinances applicable to the Contract or to the conduct of activities under this Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (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.100 to ORS 659A.409 and all regulations and administrative rules established, pursuant to those laws in the conduct of all programs, services and training associated with the Contract. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract. Contractor shall comply with the provisions of ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein. Contractor shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless exempt under ORS 656.126.
  - b. Contractor shall obtain and continuously maintain all licenses, certificates, authorizations and other approvals required by applicable law to deliver services.
  - c. When utilizing federal Title XX block grant funds, the additional federal requirements applicable to the Title XX block grant funds in 42 USC 1397 et seq., including but not limited to: maintaining and providing to County such documentation as the County shall require to comply with federal reporting requirements; 45 CFR Part 96; and the limitations on the use of Title XX grants in 42 USC 1397d.
  - d. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the provision of Medicaid Services under the Medicaid Act, Title XIX, 42 USC Section 1396, et. seq. including without limitation maintaining records necessary to fully disclose the services provided to individuals receiving Medicaid assistance, compliance with the disclosure requirements of 42 CFR 1002.3(a) and 42 CFR 455 Subpart (B); maintenance of written notices and procedures respecting advance directives in compliance with 42 USC Section 1396(a)(57) and (w), 42 CFR 431.107(b)(4), and 42 CFR 489 subpart 1; and certification when submitting any claim for the provision of

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Medicaid Services that the information submitted is true, accurate and complete.

- e. Contractor shall comply with all federal laws, regulations, and executive orders applicable to the Contract or to the conduct of activities covered by the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders: (a) Titles 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 Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (d) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (e) the Federal Funding Accountability and Transparency Act (FFATA) of 2006, (P.L. 109-282), provisions of which include but may not be limited to a requirement for Contractor to have a Data Universal Numbering System (DUNS) number and to maintain a current registration in the Central Contractor Registration (CCR) database, (f) all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and discrimination against minority-owned, women-owned or emerging small businesses, and (g) all regulations and administrative rules established pursuant to the foregoing laws, (h) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, (i) all federal laws requiring reporting of client abuse, (j) the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.), as amended, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with Contractor's programs and activities. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated. No federal funds may be used to conduct activities in violation of 42 USC 14402.
- f. When utilizing federal Title IV-B2 Family Preservation and Support Services funds, the additional federal requirements applicable to Title IV-B2 Family Preservation and Support Services funds in 42 USC 629 et seq., including but not limited to: maintaining and providing to County such documentation as the County shall require to comply with federal reporting requirements; 45 CFR Part 92; and the limitations on the use of Title IV-B2 funds in 42 USC 629d.
- g. When utilizing federal Child Care and Development block grant funds, the additional federal and state requirements applicable to Child Care and Development block grant funds in 42 USC 9858 et seq., and 45 CFR Part 98, including but not limited to: maintaining and providing to County such documentation as the County shall require to comply with federal reporting requirements; and the limitations on the use of such funds in 42 USC 9858d and 45 CFR 98.54 and OAR 423-010-0024(2).
- h. With respect to federal funds under this Contract, Contractor agrees to comply with the provisions of the OMB Circular A-87, Revised "Cost Principles for State, Local and Indian Tribal Governments." Federal funds received by Contractor under this Contract from the sources identified in paragraphs c, d, f and g of this Section 10 are subject to the audit requirements under the Single Audit Act Amendments of 1996 and OMB Circular A-133, Revised, "Audits of Institutions of Higher Education, and Other Non-Profit Organizations."

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- i. All mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.
- j. The following environmental laws: (1) all applicable standards, orders or requirements issued under the Clean Air Act (codified at 42 USC 7401 et. seq.) and the Federal Water Pollution Control Act, as amended (codified at 33 USC 1251 et. seq.), (2) Executive Order No. 11,738 of the President of the United States and (3) Environmental Protection Agency regulations set forth in 40 CFR Part 15. Contractor shall promptly report all violations of the federal laws to County. Contractor shall include and require the inclusion in all contracts with recipients receiving more than \$100,000 in federal funds, language requiring the recipient to comply with the federal laws and to report all violations thereof to County. OMB Circular A-102, Revised.
- k. Contractor shall not permit any person or entity to receive Grant funds if the person or entity is listed on the non-procurement portion of the System for Award Management (SAM) "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 45 CFR part 76). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.
- l. Contractor certifies to County that, to the best of its knowledge and belief:
  - (1) No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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 any 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
  - (2) 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, or a Member of Congress in connection with this federal contract, grant, loan, or cooperative contract, Contractor shall complete and submit Standard Form-LLL, entitled "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (3) 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 Contract imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and

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not more than \$100,000 for each such failure.

Contractor shall require this certification from all recipients of Grant funds by including it in and requiring that it be included in all contracts pursuant to which Grant funds are paid.

- m. The Americans with Disabilities Act of 1990, as amended (codified at 42 USC 12131 et. seq.), ORS 659A.100 to 659A.409, and all regulations and administrative rules established pursuant to those laws, and in the conduct of all programs, services and training associated with the delivery of services funded with the Grant.
- n. Contractor shall 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). OMB Circular A - 102, Revised.
- o. Contractor shall comply with the Pro-Children Act of 1995 (codified at 20 USC § 6081 et. seq.).
- p. Contractor shall comply with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal regulations implementing HIPAA data and transactions and security and privacy requirements for protected health information and conduct activities in compliance with HIPAA. Individually Identifiable Health Information about specific individuals is confidential. Individually Identifiable Health Information related to specific individuals may be exchanged between County and Oregon Health Authority (OHA) for purposes directly related to the provision of services to Clients which are funded in whole or in part under this Contract. However, Contractor shall not use or disclose any Individually Identifiable Health Information about specific individuals in a manner that would violate OHA Privacy Rules, OAR 410-014-0000 et. seq. or OHA Notice of Privacy Practices, if done by OHA. A copy of the most recent OHA Notice of Privacy Practices is posted on the OHA web site at <http://www.dhs.state.or.us/policy/admin/infosecuritylist.htm> or may be obtained from OHA.
- q. By signature of this Contract, Contractor agrees to the terms and conditions of that certain grant contract by and between the County and the State of Oregon for this project, referred to in Exhibit A, a copy of which is on file with the County, as if each and every term and condition were set out herein in full.
- r. That the funds made available to the Contractor under this Contract shall not be used to supplant other funds, but will be used to increase the amounts of such funds that would, in the absence of funds under this Contract, be made available for the Project.
- s. That matching funds (other private grants, in-kind services and volunteer hours) required to pay the portion of the cost of the Project shall be in addition to funds that would otherwise be available for the Program by Contractor and shall be provided as required in this Contract.
- t. Contractor agrees to comply with the financial and administrative rules applicable to the project.

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- u. Contractor 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 Contractor's workplace or while providing services to OHA clients. Contractor's notice shall specify the actions that will be taken by Contractor against its employees for violation of such prohibitions. Contractor shall establish a drug-free awareness program to inform its employees about: the dangers of drug abuse in the workplace, Contractor'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; provide each employee to be engaged in the performance of Work under this Contract a copy of this paragraph, that as a condition of employment to perform Work under this Contract, the employee will abide by the terms of this paragraph 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; notify OHA within ten (10) days after receiving notice under the previous subparagraph from an employee or otherwise receiving actual notice of such conviction; 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; and make a good-faith effort to continue a drug-free workplace through implementation of this paragraph. Neither Contractor, nor any of Contractor's employees, officers, agents or subcontractors may perform any work required under this Contract while under the influence of drugs. For purposes of this paragraph, "under the influence" means: observed abnormal behavior or impairments in mental or physical performance leading a reasonable person to believe the Contractor or Contractor's employee, officer, agent or subcontractor has used a controlled substance, prescription or non-prescription medication that impairs the Contractor or Contractor's employee, officer, agent or subcontractor's performance of essential job function or creates a direct threat to the OHA clients or other. Violation of any provision of this paragraph may result in termination of the Contract.
  - v. Contractor shall agree to, sign, date and comply with the Certifications regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, marked Exhibit "D" attached hereto and by this reference incorporated herein.
  - w. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-21)
  - x. If and when federal or state grants have special conditions specific to the grant, the grant organization will be identified on Exhibit E, attached hereto and incorporated herein by this reference.
11. **Under Expenditure of Funds.** Funds determined by County to be under expended or unexpended, or unencumbered for authorized expenditures, shall be withheld by County from payment, refunded to the State, or reallocated by County as may be authorized or required.

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- a. **Unauthorized Expenditures:** Any funds expended for unauthorized purposes shall be deducted from funds otherwise payable to Contractor, or otherwise subject to recovery by County and refunded to the State, or reallocated by County as may be authorized or required.

12. **Equipment.** All equipment with a value of greater than \$5,000 and purchased with EL Division or County funds shall be marked as such, and will revert to County as its property when the program that purchased the equipment no longer exists or the equipment is no longer used for the purpose for which it was purchased.

13. **Indemnity.**

- a. To the fullest extent permitted by law Contractor shall indemnify, save harmless and defend the EL Division, its officers, agents and employees, and the County, its officers, agents and employees from and against any and all claims, lawsuits, or actions for damages, costs, losses and expenses, arising from Contractor torts, as the term tort is defined in ORS 30.260(8).
- b. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, to the extent the Act is applicable, County shall defend, save, hold harmless, and indemnify Contractor and its officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities of County or its officers, employees, contractors, or agents under this Contract, except for liability arising solely out of the wrongful acts of employees or agents of the Contractor.

14. **Contract Amendments.** The parties may from time to time request amendments to this Contract. All such amendments, which are mutually agreed upon by and between the parties, shall be reduced to writing and by reference incorporated herein.

15. **Early Termination.** This Contract may be terminated as follows:

- a. **Mutual Consent.** County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. **Party's Convenience.** County or Contractor may terminate this Contract for any reason upon thirty (30) calendar days written notice to the other party.
- c. **For Cause.** County may also terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County, under any of the following conditions:
  - (1) If funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this Contract. This Contract may be modified to accommodate the change in available funds.
  - (2) If state laws, 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 proposed for payments authorized by this Contract.

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- (3) In the event sufficient funds are not appropriated for the payment of consideration required to be paid under this Contract, and if County has no funds legally available for consideration from other sources.
  - (4) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.
  - (5) If County disbursements of financial assistance under this Contract for a particular Activity or Service is reduced for any reason, County is not required to utilize other County funds to replace the funds no longer disbursed under this Contract as a result of the disbursement reduction. Furthermore, County may, from and after the date of a disbursement reduction described in the preceding sentence, reduce or eliminate the quantity of Activities or Services within a particular Funding Area commensurate with the size of the disbursement reduction for that Funding Area.
  - (6) Notwithstanding the foregoing, County shall make payments to reimburse Contractor for services provided prior to the effective date of termination or funding reduction where such services are authorized pursuant to this Contract and are not disputed by County.
- d. **Contractor Default or Breach.** The County, by written notice to the Contractor, may immediately terminate the whole or any part of this Contract under any of the following conditions:
- (1) Contractor fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein, including but not limited to, Contractor's failure to comply with the Plan;
  - (2) Any representation, warranty or statement made by Contractor herein or in any documents or reports relied upon by County to measure Contractor's performance hereunder, including without limitation, the conduct of Activities and or delivery of Services, the expenditure of financial assistance or the performance by Contractor, is untrue in any material respect when made;
  - (3) Contractor (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated a bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or
  - (4) A proceeding or case is commenced, without the application or consent of



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Contractor, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Contractor, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Contractor or of all or any substantial part of its assets, or (iii) similar relief in respect to Contractor 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 (60) consecutive days, or an order for relief against Contractor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

- e. **County Default or Breach.** Contractor may terminate this Contract in the event of a breach of this Contract by the County. Prior to such termination, the Contractor shall give to the County written notice of the breach and intent to terminate. If the County has not entirely cured the breach within ten (10) calendar days of the date of the notice, then the Contractor may terminate this Contract at any time thereafter by giving notice of termination.

**16. Payment on Early Termination.** Upon termination pursuant to paragraph 15, payment shall be made as follows:

- a. If terminated under subparagraphs 15 a through 15 c of this Contract, the County shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. County shall not, however, pay Contractor for any obligations or liabilities incurred by Contractor after Contractor receives written notice of termination.
- b. If this Contract is terminated under subparagraph 15 d of this Contract, County obligations shall be limited to payment for services provided in accordance with this Contract prior to the date of termination, less any damages suffered by the County.
- c. If terminated under subparagraph 15 e of this Contract by the Contractor due to a breach by the County, then the County shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.

**17. Remedies.** In the event of breach of this Contract the parties shall have the following remedies:

- a. Termination under subparagraphs 15 a through 15 c of this Contract shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination. Contractor may not incur obligations or liabilities after Contractor receives written notice of termination. Additionally, neither party shall be liable for any indirect, incidental, consequential or special damages under this Contract or for any damages of any sort arising solely from the termination of this Contract in accordance with its terms.
- b. If terminated under subparagraph 15 d. of this Contract by the County due to a breach by the Contractor, County may pursue any remedies available at law or in equity. Such remedies may include, but are not limited to, termination of this Contract, return of all or a portion of this Contract amount, payment of interest

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earned on this Contract amount, and declaration of ineligibility for the receipt of future contract awards. Additionally, County may complete the work either itself, by contract with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

- c. In addition to the remedies in paragraphs 15 through 18 of this Contract for a breach by the Contractor, the County also shall be entitled to any other equitable and legal remedies that are provided by law.
  - d. If amounts previously paid to Contractor exceed the amount due to Contractor under this Contract, Contractor shall repay any excess to County upon demand.
  - e. If the County breaches this Contract, Contractor's remedy shall be limited to termination of this Contract and receipt of Contract payments to which Contractor is entitled to the date of County's breach.
  - f. Neither County nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, riot, acts of God, or war where such cause was beyond reasonable control of County or Contractor, respectively. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. For any delay in performance as a result of the events described in this subparagraph, Contractor shall be entitled to additional reasonable time for performance that shall be set forth in an amendment to this Contract.
  - g. The passage of this Contract expiration date shall not extinguish or prejudice the County's or Contractor's right to enforce this Contract with respect to any default or defect in performance that has not been cured. Specifically, but without limiting the generality of the preceding sentence, termination of this Contract shall not affect County's right to recover from Contractor, in accordance with the terms of this Contract, any financial assistance disbursed to Contractor that is identified as an Underexpenditure or Misexpenditure, as those terms are defined in the State .
- 18. Contractor's Tender upon Termination.** Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverable had this Contract been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the work.
- 19. No Third Party Beneficiaries.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
- 20. Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.

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21. **Work Standard.** Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the requirements of this Contract and any amendments thereto and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents. For goods and services to be provided under this Contract, Contractor agrees to:
- a. perform the work in a good, workmanlike, and timely manner using the schedule, materials, plans and specifications approved by County;
  - b. comply with all applicable legal requirements;
  - c. comply with all programs, directives, and instructions of County relating to safety, storage of equipment or materials;
  - d. take all precautions necessary to protect the safety of all persons at or near County or Contractor's facilities, including employees of Contractor, County and any other contractors or subcontractors and to protect the work and all other property against damage.
22. **Drugs and Alcohol.** Contractor shall enforce a zero tolerance as to dealing, possession, or use of drugs or alcohol by Contractor or its employees, subcontractors and agents while performing work under this Contract, and upon request by County demonstrate that a zero-tolerance drug testing policy is in place.
23. **Expense Reimbursement.** If the consideration under this Contract expressly provides for the reimbursement of Contractor for expenses, County shall only reimburse Contractor for expenses reasonably and necessarily incurred in the performance of this Contract. Expenses reimbursed shall be at the actual cost incurred, including any taxes paid, and shall not include any mark-up unless the mark-up on expenses is specifically agreed to in this Contract. The cost of any subcontracted work approved in this Contract shall not be marked up. Contractor shall not bill County for any time expended to complete the documents necessary for reimbursement of expenses or for payment under this Contract.
24. **Criminal Background Investigations.**
- a. Contractor understands that Contractor is subject to periodic criminal background investigations by County and, if such investigations disclose criminal activity not disclosed by Contractor, such non-disclosure shall constitute a material breach of this Contract and County may terminate this Contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the County.
  - b. Contractor shall take reasonable precautions to assure that Contractor's and its subcontractors' employees and agents do not present a substantial risk of harm to children who receive services from contractor or its subcontractors. Such precautions must include inquiries through the Sheriff's office or the Oregon State Police about criminal convictions for child abuse, any sexual offense, child neglect or any other offense against persons which is indicative of harm to children. No one who has demonstrated behavior that may have a detrimental effect on a child shall have access to children.

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25. **Reports.** Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at anytime, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by Contractor shall be supported by documentation from third parties.
26. **Access to Records - Audit.** Contractor shall maintain fiscal records and all other records pertinent to this Contract.
- a. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All records shall be retained and kept accessible for at least three years following the final payment made under this Contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving this Contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. Contractor shall furnish County with its annual audits or reviews that relate in any manner to the funds received under this Contract.
  - b. County, State of Oregon and the Federal Government and their authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. These records also include licensed software and any records in electronic form, computer hard drives, tape backups and other such storage devices. County shall reimburse Contractor for Contractor's cost of preparing copies. At Contractor's expense, the County, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives, shall have license to enter upon Contractor's premises to access and inspect the books, documents, papers, computer software, electronic files and any other records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts, copies and transcriptions.
  - c. Contractor shall document the expenditure of all funds received under this Contract. Contractor shall maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County, State of Oregon and the Federal Government to verify how the financial assistance paid under this Contract was expended.
27. **Ownership of Work.** All work of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed author. If, for any reason, the Work Product is not deemed "work made for hire," Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County. Contractor forever waives any and all rights relating to Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications. County shall have no rights in any pre-existing work product of Contractor provided to County by Contractor in the performance of this

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Contract except to copy, use and re-use any such work product for County use only. If this Contract is terminated prior to completion, and the County is not in default, County, in addition to any other rights provided by this Contract, may require the Contractor to transfer and deliver all partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

**28. Materials.** At all times, Contractor shall make reasonable efforts to use recycled materials in the performance work required under this Contract.

**29. Constraints.** Pursuant to the requirements of ORS 279B.220 through 279B.235, as applicable, and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

a. Contractor shall:

- (1) Make payments promptly, as due, to all persons supplying to Contractor labor or material for the performance of the work provided for in this Contract;
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract;
- (3) Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished; and
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

b. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the appropriate County representative 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 Contractor by reason of this Contract.

c. No person shall be employed for more than ten (10) hours in any one day, or 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, the person so employed for the excessive hours shall receive at least time and one-half pay as follows:

- (1) For all overtime in excess of eight hours in any one day or forty (40) hours in any one (1) week, when the work week is five (5) consecutive days, Monday through Friday; or
- (2) For all overtime in excess of ten (10) hours in any one day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and
- (3) For all work performed on Saturday and the following legal holidays:

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- ◆ New Year's Day on January 1.
- ◆ Memorial Day on the last Monday in May.
- ◆ Independence Day on July 4.
- ◆ Labor Day on the first Monday in September
- ◆ Thanksgiving Day on the fourth Thursday in November.
- ◆ Christmas Day on December 25
- ◆ Each Sunday.

(4) An employer must give notice in writing to employees who perform work under this Contract in writing, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work. Persons employed under this Contract shall receive at least time and a half pay for work performed on the legal holidays specified in any applicable collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one day or in excess of forty (40) hours in any one week.

- d. In the case of contracts for personal services as described in ORS 279A.055, the employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C 201 to 209 from receiving overtime.
- e. Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention, incident to sickness or injury to the employees of Contractor, of all sums which Contractor agrees to pay for such services, and all monies and sums which Contractor collected or deducted from the wages of Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- f. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Payment under this Contract is also subject to the County's receipt of funds from the State of Oregon, appropriated for services provided under the direction of the EL Division. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

**30. Contractor Not an Agent of County.** It is agreed by and between the parties that Contractor is not carrying out a function on behalf of County, and County does not have the right of direction or control of the manner in which Contractor delivers services under this Contract or exercise any control over the activities of Contractor.

**31. Partnership.** County is not, by virtue of this Contract, a partner or joint venturer with Contractor in connection with activities carried on under this Contract, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.

**32. Insurance.** In conjunction with all services performed under this Contract:

- a. Contractor shall maintain Commercial General Liability insurance with minimum limits of liability which are not less than the tort claim limits set forth in ORS

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30.272 and 30.273, as may be adjusted from time to time and shall furnish an endorsement which names Deschutes County, the Deschutes County Health Services Department, EL Division, and their officers, agents, employees and volunteers as an additional insured.

- b. Contractor shall maintain automobile liability insurance, if applicable, of not less than the limits set forth below. Insurance shall provide coverage for any motor vehicle driven during the course of providing services under this Contract.

(1) \$1,000,000, combined single limit, or

(2) Split limits of \$500,000 per occurrence, \$100,000 property damage.

- c. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Authorization from Deschutes County is required for any policy written on a Claims Made basis.
- d. Proof of Workers Compensation from the Contractor is required prior to the commencement of the Contract.
- e. Prior to executing this Contract, the Contractor shall provide County the Certificates of Insurance, and upon County's request, certified copies of Insurance policies and declarations.
- f. Contractor shall immediately notify County if any insurance coverage required by this Contract will be canceled, not renewed, or modified in any way.
- g. Thirty-day cancellation notice is required on all policies.

**33. Non-Appropriation.** In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under the Contract, and if County has no funds legally available for such consideration from other sources, then County may terminate the Contract in accordance with Section 15c of this Contract.

**34. Attorney Fees.** In the event an action, suit or proceeding, including appeal there from, is brought for breach of any of the terms of this Contract, or for any controversy arising out of this Contract, each party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.

**35. Waiver.** County's delay in exercising, or failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise or any right, power, or privilege under this Contract preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**36. Governing Law.** This Contract 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 County and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a Claim shall be brought in federal forum, then it shall be brought and conducted solely and exclusively within the United



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States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. The parties agree that the UN Convention on International Sales of Goods shall not apply.

37. **The provisions of the Deschutes County Code, specifically 2.37.150 are hereby incorporated. Such provisions are available on the internet at the following address:** <http://www.deschutes.org/county-code.aspx>.
38. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular term or provision held invalid, unless doing so would materially frustrate the parties' intent in entering into this Contract.
39. **Merger Clause.** This Contract and the attached exhibits constitute the entire Contract between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.
40. **Counterparts.** This Contract may be executed in several counterparts, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Contract so executed shall constitute an original.
41. **Amendments.** This Contract may not be waived, altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties.
42. **Notice.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, facsimile, or mailing the same, postage prepaid.
- a. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.
  - b. Any communication or notice sent by facsimile shall be deemed delivered when the transmitting machine generates receipt of the transmission. To be effective against County, such facsimile transmission shall be confirmed by telephone notice to County's Director of Administrative Services.
  - c. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage or delivered as follows:

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To Contractor:

Lori Colvin, Healthy Families Coordinator  
High Desert Education Service District  
145 SE Salmon, Suite A  
Redmond, OR 97756

To County:

Jane Smilie, Director  
Of Deschutes County Health Services  
2577 NE Courtney Drive  
Bend, OR 97701

**43. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Sections 16 and 17.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
ALAN UNGER, CHAIR

\_\_\_\_\_  
TAMMY BANEY, COMMISSIONER

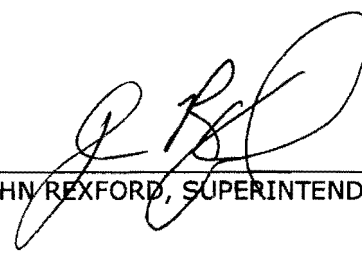
ATTEST:

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

\_\_\_\_\_  
ANTHONY DEBONE, COMMISSIONER

HIGH DESERT EDUCATION SERVICE DISTRICT

DATED this 8<sup>th</sup> day of December, 2015

  
\_\_\_\_\_  
JOHN REXFORD, SUPERINTENDENT

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**EXHIBIT A – Part One**

- I. Contractor shall meet all performance outcomes as outlined in the attached Work Plan (see Exhibit A attachment).
- II. Contractor shall adhere to the following performance standards:
  1. **Target Population:** ELD funds are allocated for the purpose of serving children ages 0-6 and their families. This standard does not apply to Central Oregon Council on Aging, Redmond Senior Center, Latino Community Association, Bethlehem Inn, Central Oregon Veteran's Association, Cascade Youth and Family Center, and KIDS Center.
  2. **Evidence-based, Best Practices and Outcome Oriented:** The majority of ELD resources will be expended on the following outcomes: 1. Children enter kindergarten ready for school; 2. Children are raised in stable and supportive families; 3. Early childhood services are coordinated, efficient and effective. Work plans must result in positive change in outcomes over time. Projects/programs that meet the standards for "best practices" as provided in OAR 423-001-006 (3) will be prioritized for funding. Best Practices are defined as "research-based or evidence-based" programs, practices and principles that have been shown to reliably produce measurable and sustainable improvements in productivity, efficiency, and/or effectiveness. Applicants are free to use best practices recognized by other reputable sources. Reputable sources include journals or web sites of professional organizations, universities, and state or federal government agencies. This standard does not apply to Central Oregon Council on Aging, Redmond Senior Center, Healthy Beginnings, Latino Community Association, Bethlehem Inn, Central Oregon Veteran's Association, Cascade Youth and Family Center, and KIDS Center.
  3. **Sustainability:** Sustainability is critical to the health and viability of local programs helping children and families. All children's programs will be strengthened by taking strategic actions that increase visibility and community awareness, diversify and increase revenue, increase efficiency and contain costs. ELD will continue to take deliberate actions that promote sustainability. These actions include but are not limited to:
    - a. Sustainability – Grantees/contractors will be encouraged to strengthen sustainability through (1) public awareness activities, (2) collaboration, (3) cost saving measures, and/or (4) actions to generate added revenue and / or program volunteers.
    - b. Grant Match – The Grantees/contractors must demonstrate that, by the end of the contract period, at least 25% or \$20,000, (whichever is less) of project funds will be in the form of cash. The cash match must come from sources other than the EL Division. The source of match must be included in the budget document. Cash match is defined as funds derived by fundraising activities, grants or any source other than state general fund or Federal Medicaid resources.
  4. **Organizational Capacity:** Grantees/contractors must have organizational competencies (e.g. an involved governing board and internal controls) and a demonstrated capacity to deliver a quality of service that incorporates best practice standards.
  5. **Community Responsibility, Collaboration, and Leverage:** The community must be involved in any project supported by the EL Division. Funding should help generate additional resources (e.g. cash, volunteers, and facilities) from the community.

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Grantees/contractors must document community involvement as well as their plans to leverage resources.

6. **Accessibility of Services:** Accommodations must be made to assure that eligible recipients will be able to benefit from available services, regardless of their school, residence or place of employment. Transportation and any physical access barriers will be addressed so that services and activities are truly accessible.
7. **Age, Gender, and Cultural Considerations:** Contractors are expected to be culturally competent in the delivery of services and assure that they have the capacity to meet the needs of the targeted population.
8. **Reporting Requirements:** Contractors will be required to submit the EL Division's standardized Work Plan, Demographics, and a Request for Funds Request on a regular schedule determined at the beginning of the contract period (reporting requirement time lines may vary from the quarterly time line, if approved by the Director at the beginning of the contract period). Reports are due to the EL Division by the 15<sup>th</sup> of the month following the end of the reporting period in which expenses were incurred throughout the life of the contract. Contractors are allowed to submit one late report no more than once during the contract period. Subsequent late reporting may result in forfeiture of 10% of their allocated funds for that quarter. If a Contractor is more than thirty (30) days late in submitting required reports, the issue will be brought to the Director's attention for discussion and possible action before any funding is released. A representative from the Contractor's agency will be required to attend.

If a Contractor misses the required reporting deadline twice in one (1) contract year, the Contractor must come before the Director and explain why the deadlines were missed. The Director retains the right to discuss and take appropriate action in such matters prior to the release of any funds. Any funds withheld from the Contractor due to late reports will be allocated to EL Division's grant fund balance for future distribution. Any grant restrictions or limitations will be taken into account in the future allocation of such dollars.

9. **Length of Contract:** Contracts will generally be one (1) year in length (generally July 1 – June 30) unless otherwise specified.
10. **Contractor's Reporting Requirements:** Contractor is required to submit the following:
  - ☒ Quarterly Work Plan Report
  - ☒ Quarterly Demographics report
  - ☒ Quarterly Funds Request
  - ☐ Program Data submitted to ELD staff semi-annually
  - ☐ Other:

**Quarterly reporting due dates:**

October 15, 2015  
January 15, 2016

Deschutes County Early Learning Division (ELD)  
Program/Project Work Plan/Quarterly Report

Exhibit A

Provider: HDESD  
Contact(s): Lori Colvin  
Project/Activity: Healthy Families of the High Desert  
Contract Period: 7/1/15 to 12/31/2015

Goal: Families are Healthy, Stable & Supported  
Outcome : Decrease rates of child maltreatment

Activities	Outputs	Outcomes		Q1	Q2	Total	Measurement Tool
Intensive Home Visiting to reduce risk factors for child maltreatment, promote school readiness and promote healthy development	A minimum of 99 high risk families will receive intensive home visiting services by a home visitor. Service Delivery Priority Population is: Medicaid/low income with an emphasis on underserved and over-represented communities of color when identified; maternal depression and/or substance abuse; NBQ score of >2.5 and/or professional referral.	95% of families receiving home visiting services will show an increase in positive parent child interactions Target: 94	# New Served			0	As measured by data system. Report 100% of families on case load for Q1.
			# New Served			0	As measured by percentage of IS children whose parents report engaging in developmentally appropriate interactions 3 times per week or more (singing, playing, etc) as reported on the most recent "My Parenting Experience 2". Reported quarterly to NPC. Results analyzed by NPC annually. Report 100% of families on caseload for Q1.
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	
		65% of families receiving home visiting services will report a decrease in parenting stress Target: 64	# New Served			0	As measured by percent of parents who improved in their average level of parenting stress (measured by Abidin's Parenting Stress Index) reported by parents from their baseline "My Parenting Experience" to the 6-month "My Parenting Experience 2." Reported quarterly to NPC. Results analyzed by NPC annually. Report 100% of families on caseload for Q1.
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	
			# New Served			0	As measured by the percentage of parents reporting that Healthy Families helped them either a little or a lot to improve their social ties with family and friends, as reported on the most recent "My Parenting Experience 2." Reported quarterly to NPC. Results analyzed by NPC annually. Report 100% of families on caseload for Q1.
		85% of families receiving home visiting services will report that Healthy Families helped them to develop a positive social support system Target: 84	# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	
			# New Served			0	As measured by percentage of IS children whose parents report reading to them 3 times per week or more, as reported on the most recent "My Parenting Experience 2." Reported quarterly to NPC. Results analyzed by NPC annually. Report 100% of families on caseload for Q1.
			#assessed			0	
			#successful			0	
			%	0%	0%	0%	
		100% of children in families receiving home visiting services will have a Primary Care Provider Target: 99	Served			0	As measured by the percentage of IS children with a primary Medical provider, as reported by Home Visitor on most recent Family Update. Reported quarterly to NPC. Results analyzed by NPC annually. Report 100% of families on caseload for Q1.
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	
		90% of families receiving home visiting services will report that their children are up-to-date on their immunizations Target: 89	# New Served			0	As measured by percentage of IS children with up-to-date immunizations, as reported by Home Visitor on most recent Family Update. Reported quarterly to NPC. Results analyzed by NPC annually. Report 100% of families on caseload for Q1.
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	

Deschutes County Early Learning Division (ELD)  
Program/Project Work Plan/Quarterly Report

Exhibit A

Provider: HDESD  
Contact(s): Lori Colvin  
Project/Activity: Healthy Families of the High Desert  
Contract Period: 7/1/15 to 12/31/2015

Goal: Families are Healthy, Stable & Supported  
Outcome : Decrease rates of child maltreatment

Activities	Outputs	Outcomes		Q1	Q2	Total	Measurement Tool
		100% of children in families receiving home visiting services will receive at least two on-time developmental screenings in the last year Target: 99	# New Served			0	As measured by Family Update form submitted with ASQ data indicating an age-appropriate screening has been conducted. Reported quarterly to NPC. Results analyzed by NPC annually. Report 100% of families on caseload for Q1.
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	
Screening for clinical depression and follow-up plan	Partner with Regional Maternal Child Health Initiative to implement a protocol to screen for clinical depression and refer for treatment.	100% of women will be screened for depression prenatally (when serving a family prenatally) and within 90 days after birth if indicated	# Screened			0	As measured by number of screens, referrals and follow-up care conducted/received each quarter and reported by the Home Visitor on the most recent Family Update form.
			# Referred			0	
			# Rec'd Service			0	
Community Justice Family Support Program/Parole & Probation Project Intensive Home Visiting to reduce risk factors for child maltreatment, promote school readiness and promote healthy development maltreatment	A minimum of 20 Parole & Probation families with children prenatal to three years old will receive intensive bi-monthly home visits from a Home Visitor.	95% of Parole & Probation families receiving home visiting services will show an increase in positive parent child interactions Target: 19	# New Served			0	As measured by "My Parenting Experience", Parent Intake administered at enrollment; Parent Survey, Parent Update administered periodically thereafter, reported quarterly. Report 100% of families on case load for Q1.
			# Home Visits				
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	As measured by "My Parenting Experience" Parent Intake administered at enrollment; Parent Survey, Parent Update administered periodically thereafter, reported quarterly. Report 100% of families on case load for Q1.
		50% of Parole & Probation families receiving home visiting services will report a decrease in parenting stress Target: 10	# New Served			0	
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	As measured by "My Parenting Experience" Parent Intake administered at enrollment; Parent Survey, Parent Update administered periodically thereafter, reported quarterly. Report 100% of families on case load for Q1.
		85% of Parole & Probation families receiving home visiting services will report that Healthy Families helped them to develop a positive social support system Target: 17	# New Served			0	
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	As measured by "My Parenting Experience" Parent Intake administered at enrollment; Parent Survey, Parent Update administered periodically thereafter, reported quarterly. Report 100% of families on case load for Q1.
		95% of Parole & Probation families receiving home visiting services will report that they read to their child at least 3 times per week. Target: 19	# New Served			0	
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	As measured by "My Parenting Experience" Parent Intake administered at enrollment; Parent Survey, Parent Update administered periodically thereafter, reported quarterly. Report 100% of families on case load for Q1.
		90% of Parole & Probation families receiving home visiting services will report that their children are up-to-date on their immunizations Target: 18	# New Served			0	
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	As measured by percentage of IS children with a primary medical care provider, as reported by Home Visitor on most recent Family Update. Report 100% of families on case load for Q1.
		100% of children in families receiving home visiting services will have a Primary Care Provider Target: 20	# New Served			0	
			# Assessed			0	
			# Successful			0	
			%	0%	0%	0%	

Deschutes County Early Learning Division (ELD)  
Program/Project Work Plan/Quarterly Report

Exhibit A

Provider: HDESD  
Contact(s): Lori Colvin  
Project/Activity: Healthy Families of the High Desert  
Contract Period: 7/1/15 to 12/31/2015

Goal: Families are Healthy, Stable & Supported

Outcome : Decrease rates of child maltreatment

Activities	Outputs	Outcomes		Q1	Q2	Total	Measurement Tool
		100% of children in families receiving home visiting services will receive at least two on-time developmental screenings in the last year. Target: 20	# New Served			0	As measured by Family Update form submitted with ASQ data indicating an age-appropriate screening has been conducted.
			# Assessed			0	
			# Successful			8	
			%	0%	0%	800%	
	Provide a minimum of two, 10 week sessions parent utilizing the Nurturing Parenting Community Workshop curriculum	50% of Parole and Probation families will attend at least 3 parenting groups and will report a decrease in parenting stress and an increase in positive social support systems.	# Workshops			0	As measured by Parenting Skills Ladder.
			# Parents Attending			0	
			# Attended 3 or More			0	
			%	0%	0%	0%	
	OHP/DCBH eligible clients, provide a minimum of eight hours of one-on-one counseling with a MH specialist per month and refer to/connect client with ongoing DCBH mental health services	75% of families receiving one on one counseling will show a decrease in anxiety, depression and increased self care as a result of counseling	# Counseling Hrs			0	As measured by progress notes and goal sheets.
			# Clients			0	
			# Successful			0	
			%	0%	0%	0%	
	100% of OHP/DCBH eligible clients are referred to DCBH mental health services		# Clients			0	As measured by progress notes and goal sheets.
			# Referred			0	
			#Rec DCBH Serv			0	
			%	0%	0%	0%	
	Non-OHP eligible clients, provide a minimum of eight hours of one-on-one counseling with a MH specialist per month to clients referred by P&P or the Home Visitor	75% of families receiving one on one counseling will show a decrease in anxiety, depression and increased self care as a result of counseling.	# Counseling Hrs			0	As measured by progress notes and goal sheets.
			# Clients			0	
			# Successful			0	
			%	0%	0%	0%	
Screening for clinical depression and follow-up plan	Partner with Regional Maternal Child Health Initiative to implement a protocol to screen for clinical depression and refer for treatment.	100% of women will be screened for depression prenatally (when serving a family prenatally) and within 90 days after birth if indicated	Screened			0	As measured by number of screens, referrals and follow-up care conducted/received each quarter and reported by the Home Visitor on the most recent Family Update form. Report 100% of families on caseload for Q1.
			Referred			0	
			Rec'd Service			0	
	Healthy Families Home Visitor will meet with P&P staff a minimum of 6 times		# Mtgs				As measured by meeting notes
	Healthy Families Home Visitor will meet with DHS CW staff a minimum of one time per quarter		# Mtgs			0	As measured by meeting notes



# BUDGET

# EXHIBIT B

**Program Name:** Healthy Families Oregon and Healthy Families Parole & Probation

**Payment Schedule:** Quarterly

**Contract Period:** 7/1/2015 to 12/31/2015

The budget must contain at least 25% or \$20,000 (whichever is less) of project funds in the form of cash. The match must come from sources other than the ELD. Cash match is defined as funds derived by fundraising activities, grants or any source other than state general fund or Federal Medicaid resources.

REVENUE - Source	State HFO 7/1-12/31/15	%	State/County P&P	%	Total
HS amount Requested from ELD in this proposal 7/1/15-12/31/15	\$ 150,066.78		\$ 14,791.12		\$ 164,857.90
HS GF - State HFO 7/1/15-12/31/15	\$ 92,819.20	55%			\$ 92,819.75
HS Medi - State HFO 7/1/15-12/31/15	\$ 36,000.00	21%			\$ 36,000.21
HS Medi - Q8 Close Out	\$ 15,317.30	9%			\$ 15,317.39
HS 14-15 Close Out	\$ 5,930.28	3%			\$ 5,930.31
FPS - State P&P 7/1/15-21/31/15			\$ 8,770.00	15%	\$ 8,770.00
Great Start - State P&P			\$ 6,021.12	10%	\$ 6,021.12
User Fees/Program Fees					
Other: Federal Funds					
Other: Public/County			\$ 36,500.00	60%	
Other: Private Grants			\$ 1,000.00	2%	
In-Kind Cash Equivalent -materials & services	\$ 8,000.00	5%	\$ 6,394.75	11%	\$ 14,394.75
Donations/fundraising	\$5,079	3%			\$5,079
Volunteer hours : (300 HS hours + 75 P&P hours @ \$23.07)	\$ 6,921.00	4%	\$ 1,730.25	3%	\$8,651
Total Revenue	\$ 170,066.78	100%	\$ 60,416.12	100%	\$ 230,482.90

# BUDGET - Expenses

## EXHIBIT B Cont.

Program Name: Healthy Families of the High Desert Healthy Start  
 Contract Period: 7/1/2015 to 12/31/2015  
 Program Name: Healthy Families Oregon and Healthy Families Parole & Probation

	Expenditures Healthy Families Oregon 7/1- 12/31/15	Expenditures Healthy Start Parole & Probation State Funded	Other Sources Healthy Families Oregon	Other Sources Parole & Probation	Total Program Cost
Administration Cost- Indirect Charges for Program Administration					\$ -
Admin % cannot exceed 8%	\$ 10,469.78	\$ 1,031.94		\$ 2,546.51	\$ 14,048.23
Direct Service Personnel List # of people and FTE for each person					
1.0 FTE Program Manager	\$ 43,713.15				\$ 43,713.15
1.0 FTE Home Visitor	\$ 30,964.67				\$ 30,964.67
1.0 FTE Home Visitor	\$ 22,191.89				\$ 22,191.89
.593 FTE Home Visitor	\$ 17,462.07				\$ 17,462.07
.45 Home Visitor	\$ 9,223.56				\$ 9,223.56
.407 Home Visitor P&P		\$ 11,984.66			\$ 11,984.66
.45 FTE Home Visitor P&P				\$ 27,160.00	\$ 27,160.00
.016 FTE Mental Health P&P				\$ 3,000.00	\$ 3,000.00
Total Direct Service Personnel	\$ 123,555.34	\$ 11,984.66	\$ -	\$ 30,160.00	\$ 165,700.00
					\$ -
Materials and Services	\$ 7,041.66	\$ 1,774.52		\$ 3,000.00	\$ 11,816.18
					\$ -
Office Supplies	\$ 1,000.00			\$ 793.49	\$ 1,793.49
					\$ -
Training	\$ 8,000.00				\$ 8,000.00
Other Donations - what expense?			\$ 5,079.00	\$ 1,000.00	\$ 6,079.00
					\$ -
In-Kind			\$ 8,000.00	\$ 6,394.75	\$ 14,394.75
					\$ -
Volunteer Resources			\$ 6,921.00	\$ 1,730.25	\$ 8,651.25
					\$ -
					\$ -
TOTAL:	\$ 150,066.78	\$ 14,791.12	\$ 20,000.00	\$ 45,625.00	\$ 230,482.90

-230482.9

**Contract for Subgrant Under  
The Deschutes County Health Services Department, Early Learning Division (ELD)**

**EXHIBIT C**

***Deschutes County Deschutes County Health Services Early Learning Division  
(ELD)***

**Co-Branding Goals, Guidelines and Expectations**

The purpose of this document is to clarify and highlight the co-branding goals, guidelines and expectations of our partner agencies funded by the Early Learning Division (ELD). The charge of the ELD is prevention and early intervention in three primary goal areas: 1) kindergarten readiness; 2) stable and supported families; and 3) integrating and aligning services. This is accomplished through collaboration, partnerships, and investing in needed services and long-term solutions.

Funded partners shall include the Deschutes County logo in printed and electronic versions of program reports, brochures, flyers, newsletters, advertisements/sponsorships, announcements and on the agency web site. Upon execution of the contract, ELD staff will send via e-mail an electronic copy of the Deschutes County logo in a reproducible format. Funded partners will actively promote the agency's affiliation with ELD by identifying itself as a Deschutes County-funded partner agency with a simple statement such as "This program funded in part by Deschutes County." Funded partners will also recognize the support of the ELD at their events and this can be done in the spoken or written program.

We understand there are significant costs associated with reprinting brochures and publications. With this in mind, ELD funded programs are not asked to reprint materials right away. Rather, it is requested that as new publications and materials are produced or when it is time to re-order supplies, funded programs shall contact ELD staff to discuss options for complying with this policy.

Deschutes County has set very specific guidelines for community partner use of the Deschutes County logo. If you need a current copy of the Deschutes County logo or if you have any questions or concerns about how the logo can be used or the placement of the logo, please contact Anna Johnson, Management Analyst for the Deschutes County Board of Commissioners at (541) 330-4640 or at [Anna.Johnson@deschutes.org](mailto:Anna.Johnson@deschutes.org)

**Contract for Subgrant Under  
The Deschutes County Health Services Department, Early Learning Division (ELD)**

**Exhibit D**

**Compliance with provisions, requirements of funding source and Federal and State laws, statutes, rules, regulations, executive orders and policies. Contractor certifies under penalty of perjury that the following statements are true to the best of Contractor's knowledge:**

1. If Contractor is currently performing work for the County, State of Oregon or federal government, Contractor by signature to this Contract declares certifies that; Contractor's Work to be performed under this Contract create no potential or actual conflict of interest as defined by ORS 244 and no rules or regulations of Contractor's employee agency (County State or Federal) would prohibit Contractor's Work under this Contract. Contractor is not an "officer," "employee," or "agent" of the County, as those terms are used in ORS 30.265.
2. No federally appropriated funds have been paid or shall be paid, by or on behalf of Contractor, 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 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.
  - a. If any funds other than federally appropriated funds have been paid or shall 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, Contractor agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. Standard Form-LLL and instructions are located in 45 CFR Part 93 Appendix B. If instructions require filing the form with the applicable federal entity, Contractor shall then as a material condition of this Contract also file a copy of the Standard Form-LLL with the Department. This filing shall occur at the same time as the filing in accordance with the instructions.
  - b. Contractor understands this certification is a material representation of fact upon which the County and the Department has relied in entering into this Contract. Contractor further understands that submission of this certification is a prerequisite, imposed by 31 USC 1352 for entering into this Contract. 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.
  - c. Contractor shall include the language of this certification in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  - d. Contractor is solely responsible for all liability arising from a failure by Contractor to comply with the terms of this certification. Additionally, Contractor promises to indemnify County for any damages suffered by County as a result of Contractor's failure

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to comply with the terms of this certification.

3. Contractor understands that, if this Contract involves federally appropriated funds, this certification is a material representation of facts upon which reliance was placed when this Contract was made or entered into, submission of this certification is a prerequisite for make or entering into this Contract imposed by Section 1352, Title 311, U.S. Code and that 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 failure.

GENERAL LIABILITY and AUTO LIABILITY ADDITIONAL PARTICIPANT CERTIFICATE							
<b>AGENCY/AGENT - ISSUING CERTIFICATE</b>				Date: 6/8/2015			
PayneWest Insurance-Madras P.O. Box 680 Madras, OR 97741 Stacey Anderson (541) 475-2249				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENTS. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN ANY OF THE FOLLOWING PARTIES: THE AGENCY, NAMED PARTICIPANT, CERTIFICATE HOLDER AND/OR COMPANIES AFFORDING COVERAGE.			
<b>NAMED PARTICIPANT/MEMBER - REQUESTING CERTIFICATE</b>				<b>ORGANIZATIONS AFFORDING COVERAGE</b>			
High Desert E.S.D. 145 S.E. Salmon Avenue, Suite a Redmond, OR 97756-8427 Greg Munn (541) 693-5616				Company A - Property Casualty Coverage for Education (PACE)  Company B - Genesis Insurance Company			
COVERAGES							
This is to certify that Coverage Documents listed herein have been issued to the Named Participant herein for the Coverage Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the Coverage Documents listed herein is subject to all the terms, conditions and exclusions of such Coverage Documents. Aggregate Limits which are shown may have been reduced by paid Claims, Suits or Actions. The titles referenced under Type of Coverage are inserted solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate.							
OR/CO LTR	Type of Coverage	Coverage Document	Effective Date	Expiration Date	Limits		
A B	<b>General Liability</b>	30P60191-1008	7/1/2015	6/30/2016	General Aggregate	\$20,000,000	
	<input checked="" type="checkbox"/> Commercial General Liability				Each Occurrence	\$10,000,000	
	<input checked="" type="checkbox"/> Public Officials Liability						
	<input checked="" type="checkbox"/> Employment Practices Liability						
	<input checked="" type="checkbox"/> Occurrence Form						
	Employment Practices Deductible/SIR: \$1,000 Wrongful Acts Deductible/SIR: \$1,000 General Liability Deductible/SIR: \$1,000  *\$5,000 Minimum deductible for terminations if PACE or approved legal counsel is not consulted prior to an employment termination.						
A B	<b>Automobile Liability</b>	30P60191-1008	7/1/2015	6/30/2016	General Aggregate	\$20,000,000	
	<input checked="" type="checkbox"/> Scheduled Autos				Each Occurrence	\$10,000,000	
	<input checked="" type="checkbox"/> Hired Autos & Non-Owned Autos						
	<input checked="" type="checkbox"/> Occurrence Form						
	<input checked="" type="checkbox"/> Deductible/SIR: \$1,000						
<b>Remarks:</b> When required by an Insured Contract certificate holder is an additional participant in respects to FAN, First Step, Little Step, Ready Set Go, Healthy Beginnings, but only with respects to negligence claims for Bodily Injury, Property Damage or Personal Injury where the Named Participant is deemed to have liability. In no event shall coverage extend to any party for any Claim, Suit or Action, however or whenever asserted, arising out of the certificate holder's sole negligence or for any Claim, Suit or Action which occurs prior to the execution of the contract or agreement.							
*Information is provided as of the date this certificate was generated and issued and is subject to change.							
<b>Certificate Holder - Requesting Certificate</b>			<b>CANCELLATION:</b> Should any of the Coverage Documents herein be cancelled before the expiration date thereof, PACE will endeavor to provide notice in accordance with the PACE General Liability Coverage Document provisions. Failure to mail such notice shall impose no obligation or liability of any kind upon PACE, its agents or representatives, or the issuer of this certificate.				
Deschutes County 1340 NW Wall St Bend, OR 97701			Authorized Representative of Named Participant:  Date: 6/8/15				

**Applicable Coverage Document Definitions:**

The following definitions are provided solely for convenience of reference and shall not be deemed in any way to limit or affect the provisions to which they relate, for complete details on the terms, conditions and exclusions of applicable Coverage Documents please refer to the PACE Liability Coverage Document.

**Participant means:****1. The Named Participant and each of the following while acting within the course and scope of their duties as such:**

- a. Members of the Board;
- b. Executive Officers;
- c. Employees;
- d. Volunteers and Agents;
- e. Registered Students whose course study includes on-the-job training, but only while acting under directions and within the scope of their activities performed while in training;
- f. Student Organizations, Parent Teacher Organizations, Booster Clubs and Foundations under the jurisdiction and supervision of the governing board; and
- g. Any person, entity or any organization the Named Participant is required by an Insured Contract to include as a Participant. This coverage will be limited to the extent of coverage and Limits of Liability required by the Insured Contract and will not increase the limits stated in SECTION V. - LIMITS OF LIABILITY or alter any of the terms of coverage stated in this Coverage Document. The Insured Contract must be effective and executed prior to a covered Occurrence or Wrongful Act. In no event shall coverage under this Coverage Document extend to any party for any Claim however or whenever asserted, arising out of such party's sole negligence. (1) The term "Additional Insured" if used in an Insured Contract shall be understood to mean the same as Additional Participant.

**2. With respect to:**

Mobile Equipment or any Auto, any person is a Participant while driving such Auto or Mobile Equipment with a Named Participant's permission. Any person, entity, or organization responsible for the conduct of such person is also a Participant, but only with respect to Bodily Injury or Property Damage arising out of the operation of the Auto or Mobile Equipment. However, the owner or anyone else from whom a Named Participant hires or borrows an Auto is a Participant only if that Auto is a trailer connected to an Auto a Named Participant owns. However, no person, entity, or organization is a Participant under this paragraph 2. with respect to:

- a. Property Damage to property owned by a Named Participant or the employer of any person who is a Participant under this provision;
- b. Any Auto a Named Participant hires or borrows from one of a Named Participant's Employees, volunteers or members of their households, if they are the owner of such Auto, unless acting within the scope of their duties on a Named Participant's behalf;
- c. Any Auto being used by a person employed in the business of selling, servicing, repairing, or parking Autos unless they are a Named Participant's Employees; or
- d. The movement of property to or from an Auto except a Named Participant, a Named Participant's Employees, lessees or borrowers of such Auto, and any employee of the lessees or borrowers.

**Insured Contract means:****1. A legally enforceable contract that includes one or all of the following:**

- a. A lease of premises as it relates to tort liabilities assumed by the Named Participant arising out of the lease, such assumption occurring in writing prior to the date of Occurrence;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a Public Body;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the Named Participant's operations (including an indemnification of a Public Body in connection with work performed by or for a Public Body) under which the Named Participant assume the tort liability of another person or entity to pay for Bodily Injury, Property Damage or Personal Injury to a third person or organization, provided the Bodily Injury, Property Damage or Personal Injury occurs subsequent to the execution of the contract or agreement; and
- g. Contracts for services with Public Bodies.

**2. An Insured Contract does not include that part of any contract or agreement:**

- a. That indemnifies an architect, engineer or surveyor acting as an independent contractor for injury or Damages arising out of professional errors or omissions;
- b. That indemnifies any person or organization for Damages by fire to premises rented or loaned to the Participant; and
- c. That involve the purchase or sale of real property or personal property.

[Print](#)



## Oregon Workers' Compensation Certificate of Insurance



**Mail to:**

HIGH DESERT EDUCATION SERVICE DISTRICT  
2804 SW 6TH ST STE 101  
REDMOND, OR 97756-7143

**Certificate holder:**

DESCHUTES COUNTY HEALTH SERVICES  
ATTN: NANCY MOONEY  
2577 NE COURTNEY DRIVE  
BEND, OR 97701

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

**Insured**

High Desert Education Service District  
2804 SW 6th St Ste 101  
Redmond, OR 97756-7143

**Producer/contact**

SAIF Corporation  
Nancy L Overstreet  
541.383.2080 nanove@saif.com

**Issued** 10/12/2015

**Policy** 246652

**Period** 07/01/2015 to 07/01/2016

**Limits of liability**

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Body Injury by Disease	\$500,000 policy limit

**Description of operations/locations/special items**

**Important**

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative

A handwritten signature in black ink, appearing to read "Kerry Barnett".

Kerry Barnett  
President and CEO

400 High Street SE  
Salem, OR 97312  
P: 800.285.8525  
F: 503.584.9812