Health, Housing & Human Services
CLACKAMAS COUNTY

COPY

Richard Swift
Interim Director

9

July 16, 2015

Board of County Commissioner
Clackamas County

Members of the Board:

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

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

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

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

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

Respectfully submitted,

Richard Swift, Interim Director

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT # 7211

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

AGREEMENT

1.0 Engagement

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

2.0 Term

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

3.0 Compensation and Fiscal Records

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

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

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

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

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

BHAP@co.clackamas.or.us

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

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

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

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

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

3.4.1 CONTRACTOR shall maintain up-to-date accounting records that accurately reflect all revenue by source, all expenses by object of expense, and all assets, liabilities and equities consistent with Generally Accepted Accounting Principles and Oregon Administrative Rules. CONTRACTOR shall make reports and fiscal data generated under and for this agreement available to COUNTY upon request.

3.4.2 COUNTY shall conduct a fiscal compliance review of CONTRACTOR as part of compliance monitoring of this agreement. CONTRACTOR agrees to provide, upon reasonable notice, access to all financial books, documents, papers and records of CONTRACTOR which are pertinent to this agreement to ensure appropriate expenditure of funds under this agreement. COUNTY shall monitor compliance with COUNTY's financial reporting and accounting requirements.

3.4.3 CONTRACTOR may be subject to audit requirements. CONTRACTOR agrees that audits must be conducted by Certified Public Accountants who satisfy the independence requirement outlined in the rules of the American Institute of Certified Public Accountants (Rule 101 of the AICPA Code of Professional Conduct), the Oregon State Board of Accountancy, the independence rules contained within Governmental Auditing Standards (1994 Revision), and rules promulgated by other federal, state and local government agencies with jurisdiction over CONTRACTOR.

3.4.4 CONTRACTOR shall establish and maintain systematic written procedures to assure timely and appropriate resolution of review or audit findings and recommendations. CONTRACTOR shall make such procedures and documentation of resolution of audit findings available to COUNTY upon request.

4.0 Manner of Performance

4.1 Compliance with Applicable Laws and Regulations, and Special Federal Requirements. CONTRACTOR shall comply with all Federal and State regulations and laws, Oregon Administrative Rules, local laws and ordinances applicable to work performed under this agreement, including, but not limited to, all applicable Federal and State civil rights and rehabilitation statutes, rules and regulations, and as listed in Exhibit B, Performance Standards, attached hereto and incorporated herein.

4.2 Subcontracts. CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this agreement.

4.3 Independent Contractor. CONTRACTOR certifies that it is an independent contractor and not an employee or agent of Clackamas County, State of Oregon or Federal government. CONTRACTOR is not an officer, employee or agent of Clackamas County as those terms are used in ORS 30.265. Responsibility for all taxes, assessments, and any other charges imposed upon employers shall be the solely the responsibility of CONTRACTOR.

5.0 General Conditions

5.1 Indemnification. CONTRACTOR agrees to indemnify, save, hold harmless, and defend COUNTY, its officers, commissioners and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of actions, suits, claims or demand attributable in whole or in part to the acts or omissions of CONTRACTOR, and CONTRACTOR's officers, agents, and employees, in performance of this agreement.

CONTRACTOR shall defend, save, hold harmless and indemnify the State of Oregon, Oregon Health Authority and their officers, agents and employees from and against all claims, suits, actions, damages, liabilities, costs and expenses of whatsoever nature resulting from, arising out of, or relating to the activities or omissions of CONTRACTOR, or its agents or employees under this agreement.

If CONTRACTOR is a public body, CONTRACTOR's liability under this agreement is subject to the limitations of the Oregon Tort Claims Act.

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

5.2.1 Commercial General Liability

☒ Required by COUNTY ☐ Not required by COUNTY

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

5.2.2 Commercial Automobile Liability

☒ Required by COUNTY ☐ Not required by COUNTY

CONTRACTOR shall obtain at CONTRACTOR's expense, and keep in effect during the term of the agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than $1,000,000.

5.2.3 Professional Liability

☒ Required by COUNTY ☐ Not required by COUNTY

CONTRACTOR agrees to furnish COUNTY evidence of professional liability insurance in the amount of not less than $1,000,000 combined single limit per occurrence/$2,000,000 general annual aggregate for malpractice or errors and omissions coverage for the protection of COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.

5.2.4 Tail Coverage. If liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this contract.

5.2.5 Additional Insurance Provisions. All required insurance other than Professional Liability, Workers' Compensation, and Personal Automobile Liability insurance shall include "Clackamas County, its agents, officers, and employees" as an additional insured.

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

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

5.2.8 Certificates of Insurance. As evidence of the insurance coverage required by this agreement, CONTRACTOR shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until required certificates have been received, approved and accepted by COUNTY. A renewal certificate will be sent to COUNTY ten days prior to coverage expiring.

5.2.9 Primary Coverage Clarification. CONTRACTOR's coverage will be primary in the event of a loss.

5.2.10 Cross Liability Clause. A cross-liability clause or separation of insureds condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.

5.3 Governing Law; Consent to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between COUNTY and CONTRACTOR that arises out of or relates to performance under this agreement shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR by execution of this agreement consents to the in personam jurisdiction of said courts.

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

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

5.6 Waiver. The failure of either party to enforce any provision of this agreement shall not constitute a waiver of that or any other provision.

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

5.8 Oregon Public Contracting Requirements. Pursuant to the requirements of Oregon law, the following terms and conditions are made a part of this agreement:

5.8.1 Workers' Compensation. All subject employers working under this agreement must either maintain workers' compensation insurance as required by ORS 656.017, or qualify for an exemption under ORS 656.126. CONTRACTOR shall maintain employer's liability insurance with limits of $500,000 each accident, $500,000 disease each employee, and $500,000 each policy limit.

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

5.8.3 Oregon Public Contracting Conditions. Pursuant to the terms of ORS 279B.220, CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to CONTRACTOR labor or materials for the performance of the work provided for in this agreement.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in performance of this agreement.

c. Not permit any lien or claim to be filed or prosecuted against Clackamas County on account of any labor or material furnished.

d. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5.8.4 CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

5.8.5 As required by ORS 279B.230, CONTRACTOR shall promptly, as due, make payment to any person or partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness and injury, to the employees of CONTRACTOR, of all sums that CONTRACTOR agrees to pay for the services and all monies and sums that CONTRACTOR collected or deducted from the wages of its employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5.9 Integration. This agreement contains the entire agreement between COUNTY and CONTRACTOR and supersedes all prior written or oral discussions or agreements.

6.0 Termination

6.1 Termination Without Cause. This agreement may be terminated by mutual consent of both parties, or by either party upon thirty (30) business days notice, in writing and delivered by certified mail or in person.

6.2 Termination With Cause. COUNTY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

a. If COUNTY funding from Federal, State, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

b. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding authorized by this agreement.

c. If any license or certificate required by law or regulation to be held by CONTRACTOR to provide the services required by this agreement is for any reason denied, revoked, or not renewed.

d. If CONTRACTOR fails to provide services, outcomes, reports as specified by COUNTY in this agreement.

e. If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from COUNTY, fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.2.1 If CONTRACTOR fails to perform any of the provisions of this agreement, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice form COUNTY fails to correct such failures within 10 days or such longer period as COUNTY may authorize.

6.3 Transition. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CONTRACTOR and COUNTY shall continue to perform all duties and obligations under this agreement with respect to individuals under care of CONTRACTOR to the date of termination.

7.0 Notices

Any notice under this agreement shall be deemed received the earlier of the time of delivery of two (2) business days after mailing certified and postage prepaid through the U.S. Postal Service addressed as follows:

If to CONTRACTOR:	If to COUNTY:
Youth M.O.V.E. Oregon 72A Centennial Loop, Suite 150 Eugene, OR 97401	Clackamas County Behavioral Health Division 2051 Kaen Road, # 154 Oregon City, OR 97045

This agreement consists of seven (7) sections plus the following exhibits, which by this reference are incorporated herein:

Exhibit A	Scope of Work
Exhibit B	Reporting Requirements
Exhibit C	Performance Standards
Exhibit D	Matching Funds Requirements
Attachment 1	Budget FY 15/16
Attachment 2	Invoice Template

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

YOUTH M.O.V.E. OREGON

By: _____
Martin Rafferty, Executive Director

_____
Date

72A Centennial Loop, Suite 150
Street Address

Eugene, Oregon 97401
City / State / Zip

(541)606-1514 / (541)349-9226
Phone / Fax

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

Signing on Behalf of the Board:

_____
Richard Swift, Interim Director
Health, Housing and Human Service Department

_____
Date

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EXHIBIT A
SCOPE OF WORK

A. Background and Definitions

As part of Clackamas County's Behavioral Health Redesign, which was started in 2009, Clackamas Behavioral Health committed to the development and implementation of a Peer Delivered Services System of Care for children, families, transition age youth, and adults receiving mental health and addiction services.

The term "peer" refers to a person who self-identifies as an individual who is, or has been the recipient of inpatient or outpatient mental health and/or addiction treatment services and are successfully living in recovery. Peers provide support to an individual who has similar lived experiences.

The supports provided are defined by the person asking for support. The individual defines their interests and goals and sets tasks to achieve those goals. The peer provides the support needed to develop the plan, complete those tasks, and achieve the goals laid out in the plan. Peer services are designed to be flexible and community-based to meet the unique needs of each individual.

B. Scope of Work

CONTRACTOR agrees to provide **Youth/Young Adult Peer Services** performing the following activities under the terms of this agreement:

1. Work in conjunction with COUNTY to promote a recovery oriented support system that focuses on hope, choice, personal responsibility, and self-determination.

2. Provide a drop-in center for youth/young adults in transition with access to:

    a. One-on-one person-centered planning
    b. Computer lab
    c. Community resources
    d. Peer support groups
    e. Community service opportunities
    f. Informational presentations and workshops

3. Assist individuals with one-on-one person-centered planning and work as an advocate within the treatment planning team if the youth/young adult requests these supports.

4. Support an individual working toward addiction recovery and/or mental wellness.

    a. Assist in accessing 12 step programs, support groups, and other resources available in the community as requested by the youth/young adult.

5. Support youth/young adults who may be involved in the child welfare, corrections, juvenile justice, or addictions systems.

6. Assist and support individuals in developing community and peer support networks.

7. Address other issues as identified by the youth/young adult.

8. Outreach to youth/young adults receiving services from the COUNTY's mental health clinics and other mental health providers within the COUNTY network, residential care facilities, schools,

Juvenile Justice, Oregon Youth Authority, Child Welfare, and other systems and agencies that serve youth/young adults in transition.

9. Participate at various meetings, committees and councils facilitated by COUNTY and other community partners.

C. Standards of Work

1. Peer Support staff will use a whole health approach not only addressing issues of addiction and mental health, but spiritual and physical health as requested by the youth/young adult.

2. When working one-on-one with a youth/young adult, write a brief note per service provided, describing the service provided and incorporating the 40 Developmental Assets as appropriate.

3. Provide administrative and operational oversight of Peer Support staff that includes training, schedule coordination, and supervision.

4. CONTRACTOR shall acquire matching funds equal to 25% of the total amount of contract with COUNTY. See Exhibit D for definitions and reporting requirements.

D. Data Collection

CONTRACTOR will collect data from people served under this contract. Both parties acknowledge that data collection may not always be possible i.e. incorrect contact information, people exercising privacy rights, people not returning to the site for services, etc.

EXHIBIT B
REPORTING REQUIREMENTS

A. CONTRACTOR shall submit a report of individuals participating in the services provided under this contract. Information in the report shall include:

1. Total number of participants served this quarter
2. Number of participants involved with child welfare
3. Number of participants involved with Juvenile Justice/Oregon Youth Authority/Corrections
4. Number of participants who have received or are receiving mental health services
5. Number of participants enrolled in Oregon Health Plan
6. Number of participants who are homeless
7. Number of participants who concluded support services provided through this agreement

B. CONTRACTOR shall submit a report summarizing the experience of services provided as reported by individuals served. Information included in this report shall include, but is not limited to, the following indicators:

1. Number of youth/young adult participants who completed a youth-driven/person-centered planning process
2. Number of youth/young adult participants who feel support services have contributed to their success
3. Number of youth/young adult participants who feel their quality of life has improved overall
4. Number of youth/young adult participants who feel there has been an increase in overall wellness (whole health)
5. Number of youth/young adult participants who feel there been an increase in natural supports

C. CONTRACTOR shall report the number of trainings provided during the quarter. Information included in this report shall include, but is not limited to, the following:

1. Number of continuing education or training programs provided for Young Adult Support Specialists and/or Navigators
2. Number of outreach activities conducted to inform community partners and referral sources about the role of Youth M.O.V.E.
3. Number of workshops, presentations, or support groups for youth/young adults within the COUNTY

D. Submit reports to COUNTY as follows:

• Quarter 1	July, 2015 – September, 2015	Due October 31, 2015
• Quarter 2	October, 2015 – December, 2015	Due January 31, 2016
• Quarter 1	January, 2016 – March, 2016	Due April 30, 2016
• Quarter 2	April, 2016 – June, 2016	Due July 31, 2016

Mail reports to:

Clackamas County Behavioral Health Division
Attn: Ally Linfoot
2051 Kaen Road, # 154
Oregon City, OR 97045

Or submit through e-mail to alinfoot@co.clackamas.or.us

EXHIBIT C
PERFORMANCE STANDARDS

A. General Performance Standards

1. CONTRACTOR ensures that all staff employed or contracted by CONTRACTOR who provided services or are otherwise engaged in activities under this agreement are fully aware of and in compliance with the terms and conditions of this agreement.

2. CONTRACTOR assures that all of CONTRACTOR's employees and independent contractors providing services under this agreement will work within the scope of their credentials and any applicable licensure or registration. CONTRACTOR shall not allow services to be provided by an employee or independent contractor who does not have a valid license or certification required by state or federal law.

B. Staff

CONTRACTOR will provide the following for all staff who are in direct contact with COUNTY clients:

- Completion of a successful criminal history records check through the Oregon Law Enforcement Data System; and
- Appropriate education and academic degrees;
- Relevant work history or qualifications;

C. Monitoring

COUNTY shall monitor services provided by CONTRACTOR and has the right to require CONTRACTOR's compliance with established standards and performance requirements relative to the services provided, administrative and fiscal management, and with all obligations and conditions stated in this agreement.

COUNTY may conduct compliance monitoring related to this agreement. CONTRACTOR shall cooperate with COUNTY in such monitoring. COUNTY shall provide CONTRACTOR twenty (20) business days written notice of any agreement compliance monitoring activity that requires any action or cooperation by CONTRACTOR. Notice of monitoring shall include the date monitoring shall occur, names of individuals conducting the monitoring, and instructions and requests for information.

D. Miscellaneous Federal Provisions

CONTRACTOR shall comply with all Federal laws, regulations, and executive orders applicable to this agreement or to the delivery of Services. Without limiting the generality of the foregoing, CONTRACTOR expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to this agreement, and as they are amended from time to time: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990, (d) Executive Order 11246, (e) the Health Insurance Portability and Accountability Act of 1996, (f) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of Federal civil rights and rehabilitation statutes, rules and regulations, (j) all Federal law governing operation of Community Mental Health Programs, including without limitation, all Federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the agreement and required by

law to be so incorporated. No Federal funds may be used to provide Covered Services in violation of 42 USC 14402.

E. Abuse Reporting

AGENCY shall comply with all processes and procedures of child abuse (ORS 419B.005 – 419B.050), mentally ill and developmentally disabled abuse (ORS 430.731 – 430.768 and OAR 943-045-0250 through 943-045-0370) and elder abuse reporting laws (ORS 124.050 – 124.092) as if AGENCY were a mandatory abuse reporter. If AGENCY is not a mandatory reporter by statute, these reporting requirements shall apply during work hour only. AGENCY shall immediately report to the proper State or law enforcement agency circumstances (and provide such other documentation as may be relevant) supporting reasonable cause to believe that any person has abused a child, a mentally ill or developmentally disabled adult or an elderly person, or that any such person has been abused.

F. Confidentiality

CONTRACTOR agrees that CONTRACTOR, its agents and employees shall maintain the confidentiality of any client identifying information, written or otherwise, with which they may come in contact, in accordance with all applicable provisions of state and federal statutes, rules and regulations, and shall comply with the same in the event of requests for information by any person or federal, state or local agency.

EXHIBIT D
MATCHING FUNDS REQUIREMENT

Cash Match

Definition: Cash contributions provided by an individual or organization for which documentation can be provided of a cash transaction by the applicant, project sponsors, or partners. A cash match contribution must be specific to the deliverables of the contract.

Documentation: For cash matches, contractors are required to provide documentation of the cash transaction. Receipts verifying the receipt of cash; reports that document payments by the contractor with line items in the expenditure section specific to matching fund expenditures; invoices for expenditures covered by other funds (grants, contracts, etc.).

In-Kind Match

Definition: In-kind contributions are project-specific contributions of a service or product provided by an individual or organization where the cost cannot be tracked back to a cash transaction. In-kind expenses generally involve donated labor, equipment or materials.

Documentation: Recipients are only required to provide a summary of their in-kind match and indicate the basis for their calculations for donated labor, equipment, material or other costs.

Matching Funds Reporting

A matching funds summary must be included in the final report due at the end of the contract cycle. This report should clearly indicate expenses that have been covered as a cash or in-kind match during the term of the contract. This report must also include the matching funds expended in meeting the deliverables of this contract during the term of the contract.

ATTACHMENT 1
BUDGET FY 15/16

Youth MOVE Oregon
Master Budget
FY 2015-16

		Clackamas
REVENUES		
4100 Grants & Contracts		$ 220,000.00
4200 Fee for Service		-
	Total Income	$ 220,000.00
EXPENSES		
5000 Personnel		
7210 Personnel Payroll		$ 126,675.00
7300 Health Benefits		13,643.00
	Total Personnel	$ 140,318.00
6000 Materials and Services:		
6100 Advertising	**Total**	$ 500.00
6200 Operating Expenses		
6205 Office Supplies		$ 800.00
6210 Office Services		-
6215 Phone & Internet Services		4,000.00
6220 Printing / Photocopying		1,140.00
6225 Postage & Shipping		100.00
6230 Equipment Rental		-
6235 General Equipment & Furniture		7,171.00
6240 Licenses & Fees		300.00
6245 Personnel & Recruitment		600.00
6265 Repairs & Maintenance		500.00
6290 Information Technology		1,800.00
6295 Other Expense		-
	Total Operating	$ 16,411.00
6300 Program Expenses		
6310 Program Supplies		$ 3,000.00
6320 Program Food		3,000.00

6325	Clinical Supervision	-
6330	Entertainment	-
6340	Event Expenses	-
6345	Training/Technical Assistance	900.00
6350	Volunteer Appreciation	-
6390	Program Other	-
	Total Program Services	$ 6,900.00
6400	Travel Expenses	
6410	Mileage	$ 4,400.00
6420	Transportation	100.00
6430	Parking & Permits	100.00
6440	Travel Meals	200.00
6450	Lodging	400.00
6490	Travel Other	
	Total Travel Expenses	$ 5,200.00
6500	Conferences & Meetings	
6510	Food for Internal Meetings	$ -
6540	Other for Internal Meetings	-
6550	Fees for Attending Conferences	-
	Total Conferences & Meetings	$ -
6600	Occupancy Expenses	
6610	Rent	$ 21,900.00
6620	Utilities	3,400.00
6630	Rental Property Insurance	
	Total Occupancy Expenses	$ 25,300.00
6800	Other Reported Expenses	
6850	Insurance	$ 800.00
6890	Other Expenses	-
	Total Other Expense	$ 800.00
	Total Materials and Services:	$ 55,111.00
7000	Overhead Allocation	Total $ 23,571.00

12% Percent Calculated

7200 Contingency/Flex Spending	$ 1,000.00
TOTAL EXPENSES	220,000.00
Net excess (deficit)	-

Executive Director
Operations Manager
Executive Assistant
Admin Assistant

YMO

Funder: Clackamas County				***Start Date:***	*7/1/2015*
Project:				***End Date:***	*6/30/2016*
			Duration (Months):		*12*

Role/Title		Billable Hours per Month	Hourly Pay Rate	Contract Mark-up Rate (if applicable)	Monthly Billable Wages Calc	Monthly Benefits Rate	Monthly Benefits Calc	Wages and benefits total
Executive Director - Rafferty	0.05	8.00	$ 30.00	20%	$ 288.00	400	18.46	8,077.54
Operations Manager - Farrish	0.025	4.00	$ 23.00	20%	$ 110.40	400	9.23	1,435.57
Executive Admin - Barnes	0.025	4.00	$ 20.00	20%	$ 96.00	400	9.23	1,262.77
Regional Director	1.00	173.33	$ 20.00	20%	$ 4,159.92	400	400.00	54,719.04
Peer Support Provider - Willard	0.75	130.00	$ 16.50	20%	$ 2,574.00	300	300.00	34,488.00
Peer Support Provider - new hire	0.75	-	$ 16.50	20%	$ -	-	-	-
Group Coordinator - Waters	1.00	173.33	$ 16.00	20%	$ 3,327.94	400	400.00	44,735.23
				20%	$ -		-	-
				20%	$ -		-	-
				20%	$ -		-	-
				20%	$ -		-	-
				20%	$ -		-	-
				20%	$ -		-	-
				Monthly Totals	$ 10,556.26		$ 1,136.92	$ 11,693.18
				Annual Totals	$ 126,675.07		$ 13,643.09	$ 140,318.16

Monthly Benefits Allocated Rate for a full time staff member is $400
Monthly Benefits Allocated Rate for a 30 hour staff member is $300

ATTACHMENT 2
INVOICE TEMPLATE

INVOICE

Date: _____

Youth M.O.V.E.
72A Centennial Loop, suite 150
Eugene, OR
97401
Phone: (541)606-1514

Program: Drop In Center

To: Clackamas County Behavioral Health Division
Attention: Ally Linfoot
2051 Kaen Road, # 154
Oregon City, Oregon 97045
Direct Line: (503)742-5951
Fax: (503)742-5304
Electronic Submission to: alinfoot@co.clackamas.or.us

Contract # 7211

Month Service Provided
Month-Year

DATES OF SERVICE	SERVICE DESCRIPTION	LINE TOTAL
		$

FOR COUNTY USE ONLY

Check Handling	☐ Mail	☐ RTD	☐ Attachment		
Amount	**Fund**	**Org**	**Program**	**GL Acct**	**Project #**
	241	4332	08970	431900	
	Total Payment				

Mgr Approval: _____

Please return to A/P, PSB 154