

June 23, 2016

Board of Commissioners
Clackamas County

Members of the Board:

Approval of a Grant Agreement with Legacy Health and the Health Centers Division
for support of the construction of the Unity Health Center

Purpose/Outcomes	The purpose of this grant agreement is to provide support for the construction of the Unity Health Center for behavioral health.
Dollar Amount and Fiscal Impact	Grant award of \$250,000.
Funding Source	Health Centers Division General Funds
Duration	July 1, 2016 – December 31, 2016
Previous Board Action	No Previous Board Action
Contact Person	Mary Rumbaugh 503-742-5305
Contract No.	N/A

Background

The Clackamas County Health Centers Division (CCHCD) of the Health, Housing & Human Services Department requests the approval of a grant agreement with Legacy Health.

This grant agreement will allow CCHCD to support the construction of the Unity Health Center for behavioral health. The facility will include 102 acute inpatient beds and a psychiatric emergency department. The Unity Health Center will support the County's goals to establish one or more psychiatric emergency centers for both walk-in treatment and first responders who are transporting individuals experiencing mental health crisis. The Unity Health Center will accept patients from Clackamas County for services.

This is a grant agreement for CCHCD. County General Funds are involved. The grant agreement is effective July 1, 2016 and will continue until December 31, 2016. This document was reviewed by County Counsel on June 7, 2016.

Recommendation

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

Respectfully submitted,

Richard Swift, Director
Health, Housing & Human Services

GRANT AGREEMENT
FOR
UNITY HEALTH CENTER

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This Grant Agreement for the Unity Health Center (this "Grant Agreement") is between CLACKAMAS COUNTY ("COUNTY" OR "GRANTOR") and Legacy Health ("GRANTEE") in an amount not to exceed \$250,000.

RECITALS:

WHEREAS, Legacy Health has entered into a Joint Operating Agreement with Adventist Health, Kaiser Permanente Northwest Region, and Oregon Health & Science University to develop and operate a dedicated behavioral health hospital facility to include ~~404~~ 102 acute inpatient beds and a psychiatric emergency department. This new facility will be located in the Legacy Holladay Park facility in the Convention Center district;

WHEREAS, it is anticipated that creation of access to a dedicated psychiatric emergency service center will support the County's goals to establish one or more psychiatric emergency centers for both walk-in treatment and first responders who are transporting individuals experiencing mental health crisis; and

WHEREAS, Clackamas County through its' Department of Health, Housing and Human Services has adequate funds in its' current budget to support a grant of \$250,000 to support the construction of the Unity Center for Behavioral Health.

NOW THEREFORE, the parties agree as follows:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by the GRANTOR, GRANTEE agrees to perform the following action, and to spend the grant funds in the following way:

Grantee shall undertake the renovation of the Legacy Holladay Park facility to complete the construction and equipping of the Unity Center for Behavioral Health, which is expected to include ~~404~~ 102 inpatient acute care unit beds and a psychiatric emergency department. Grant funds will be allocated to renovation and construction costs for the psychiatric emergency department.

Specific outcomes expected from GRANTEE as part of this grant include:

Completion of renovation and construction necessary to accommodate patient care in the Unity Center for Behavioral Health, and agreement that said Unity Center will accept patients from Clackamas County for services.

II. SPECIFIC CONDITIONS OF THE GRANT

A. Publicity: During the term of this Grant Agreement, GRANTEE shall use its best efforts to mention the County's grant funding in publicity regarding the programs

that will be supported by the grant funds.

- B. Records: GRANTEE will maintain all records for the program. Those records related to use of the grant funds, as well as general organizational and administrative information, will be made available to the COUNTY Grant Manger or other designated persons upon request;
- C. COUNTY Grant Manager: The COUNTY Grant Manager for this grant is Mary Rumbaugh, (503) 742 5305.
- D. GRANTEE Project Manager: The GRANTEE Manager is Melissa Rose, (503) 413-6952, mnrose@lhs.org.
- E. Amendment: The COUNTY Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the County's agreed-to contribution or financial risk. If approved by both parties, such changes shall be incorporated into a formal grant amendment and signed by the GRANTEE and the COUNTY Grant Manager before such changes are effective. Any change to the amount of the Grant must be approved by the Board of County Commissioners ("BCC).
- F. Billings/Invoices/Payment: The COUNTY Grant Manager is authorized to approve work, billings, and invoices submitted pursuant to this grant and to carry out all other COUNTY actions referred to herein in accordance with this Agreement.
- G. Report: GRANTEE will complete and submit to the COUNTY Grant Manager a report summarizing the expenditure of funds granted by the County and total project expenditures no later than ~~thirty (30)~~ ninety (90) days after the completion of the project.
- H. Prevailing Wage: Grantee acknowledges that the participation of several public agencies in the Unity project necessitates the application and compliance with the prevailing wage laws of the State of Oregon. Grantee hereby covenants and agrees to comply with such laws in the implementation and execution of the Unity Center for Behavioral Health project.

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III. PAYMENTS

- A. GRANTEE will receive its funding as follows: After the Grant Agreement becomes effective, GRANTEE will submit an invoice for the full amount of the grant to the COUNTY Grant Manager for approval. The County will pay GRANTEE the amount of the invoice within thirty (30) days of the approval date. This will be a direct payment, not an advance, to the GRANTEE.
- B. If for any reason GRANTEE receives a grant payment under this Grant Agreement and does not (i) use grant funds as required herein, (ii) provide required services or (iii) take any actions required by the Grant Agreement, the COUNTY may, at its option, terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require GRANTEE to immediately refund to the COUNTY the amount improperly expended or received by GRANTEE.
- C. This Grant Agreement shall not be used for any other purpose.

- D. The GRANTEE will keep vendor receipts and evidence of payment for materials and services and time records and evidence of payment for program wages, salaries, and benefits, and GRANTEE services. All such receipts and evidence of payments will promptly be made available to the COUNTY Grant Manager or other designated persons, upon request. ~~At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.~~

IV. GENERAL GRANT PROVISIONS

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- A. TERMINATION FOR CAUSE. If, through any cause, GRANTEE shall fail to fulfill in timely and proper manner its obligations under this Grant Agreement, or if GRANTEE shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the COUNTY shall have the right to terminate this Grant Agreement by giving written notice to GRANTEE of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

- 1. During the 30 day period COUNTY is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services or take actions that would require the County to pay additional grant funds to Grantee.

- 2. During the 30 day period, GRANTEE shall not spend unused grant funds.

- 3. ~~In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by GRANTEE under this Grant Agreement shall, at the option of the COUNTY, become the property of the COUNTY and GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination. COUNTY may, at its option require GRANTEE to immediately refund to the COUNTY the amount previously received by GRANTEE hereunder.~~

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- B. TERMINATION BY AGREEMENT OR FOR CONVENIENCE. The COUNTY and GRANTEE may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the COUNTY may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph GRANTEE shall return any Grant funds that had not yet been expended and would have been used to provide services after the effective date of termination.

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- C. CHANGES. The COUNTY may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of GRANTEE's award, shall be incorporated in written amendments to this Grant Agreement mutually agreed upon by the parties before they become effective.

- D. NON-DISCRIMINATION. In carrying out activities under this Grant Agreement, GRANTEE shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status,

sexual orientation or national origin. GRANTEE shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE shall post in conspicuous places, available to employees and applicants for employment, notices provided by the COUNTY setting for the provisions of this nondiscrimination clause. GRANTEE shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- E. ACCESS TO RECORDS. GRANTEE shall provide the COUNTY, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of GRANTEE that are related to this Grant Agreement or GRANTEE's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by GRANTEE for four years after the COUNTY makes final payment and all other pending matters are closed.
- F. MAINTENANCE OF RECORDS. GRANTEE shall maintain records on a current basis to support any billings or invoices submitted by GRANTEE to COUNTY. The COUNTY, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of GRANTEE regarding its billings or its work hereunder. GRANTEE shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.
- G. AUDIT. The COUNTY, either directly or through a designated representative, may audit the records of GRANTEE related to use of the grant funds, at any time during the four year period established by Section G F above. If an audit discloses that payments to GRANTEE were in excess of the amount to which GRANTEE was entitled, then GRANTEE shall repay the amount of the excess to the COUNTY.
- H. INDEMNIFICATION. GRANTEE shall hold harmless, defend, and indemnify the COUNTY and the COUNTY's elected officials, officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from GRANTEE's work or any of GRANTEE's contractors work under this Grant Agreement.
- I. WORKERS' COMPENSATION INSURANCE.
 - 1. GRANTEE, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. GRANTEE further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.

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2. In the event GRANTEE's worker's compensation insurance coverage is due to expire during the term of this Agreement, GRANTEE agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and GRANTEE agrees to provide the COUNTY such further certification of worker's compensation insurance a renewals of said insurance occur.

J. LIABILITY INSURANCE.

1. GRANTEE shall maintain public liability and property damage insurance that protects GRANTEE and the COUNTY and its commissioners, officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from GRANTEE's work under this Grant Agreement. The insurance shall provide coverage for not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the COUNTY and its commissioners, officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the COUNTY Project Manager. If the insurance is canceled or terminated prior to completion of the Grant Agreement, GRANTEE shall provide a new policy with the same terms. GRANTEE agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by GRANTEE in the amount of no less than \$1,000,000 per occurrence.
2. GRANTEE shall maintain on file with the COUNTY Project Manager a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of County Counsel. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the COUNTY. In lieu of filing the certificate of insurance required herein, if GRANTEE is a public body, GRANTEE may furnish a declaration that GRANTEE is self-insured for public general liability and property damage for a minimum of the amounts set forth in ORS 30.270.

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- K. GRANTEE'S CONTRACTORS AND ASSIGNMENT. If GRANTEE utilizes contractors to complete its work under this Grant Agreement, in whole or in part, GRANTEE shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, GRANTEE shall remain obligated for full performance hereunder, and the COUNTY shall incur no obligation other than its obligations to GRANTEE hereunder. GRANTEE agrees that if GRANTEE's contractors are employed in the performance of this Grant Agreement,

GRANTEE and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. GRANTEE shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the COUNTY. GRANTEE's contractors shall be responsible for adhering to all local, state and federal laws and regulations.

- L. INDEPENDENT STATUS OF GRANTEE. GRANTEE is independent of the COUNTY and GRANTEE and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. GRANTEE and its contractors and employees are not employees of the COUNTY and are not eligible for any benefits through the COUNTY, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. CONFLICTS OF INTEREST. No COUNTY officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No COUNTY officer or employees who participated in the award of this Grant Agreement shall be employed by GRANTEE during the period of the Grant Agreement.
- N. OREGON LAWS AND FORUM. This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the COUNTY and GRANTEE arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, GRANTEE shall comply with all applicable federal, state, and local laws and regulations.
- ~~P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Grantee shall obtain an independent audit of the GRANTEE's financial statements. Two copies of all required financial audits or reviews shall be submitted to the County Grant Manager within thirty days of their completion.~~
- R.Q. INTEGRATION. This Grant Agreement contains the entire agreement between the COUNTY and GRANTEE and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S.R. PROGRAM AND FISCAL MONITORING. The COUNTY shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the County Program Manager. Notwithstanding such monitoring or lack thereof, GRANTEE remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T.S. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Grant Agreement. The Grant Agreement may only be enforced by the parties.

U.T. ASSIGNMENT: This Grant Agreement cannot be assigned or transferred by GRANTEE without the prior written permission of COUNTY.

V.U. COUNTERPARTS: The parties agree the County and GRANTEE may conduct this transaction, including any amendments, through one or more counterparts and by facsimile or electronic means, including the use of electronic signatures, which collectively shall be deemed a single document.

W.V. NOTICE: All notices under this Grant Agreement shall be sent to GRANTEE at the following address:

GRANTEE: ~~Rob DeWitt~~, Legacy Health,
1919 NW Lovejoy St,
Portland, OR 97209
Attn: Chief Legal Officer

COUNTY: Mary Rumbaugh, Clackamas County H3S
Behavioral Health Division
2051 Kaen Road, 2nd Floor
Oregon City, OR 97045

V. TERM OF GRANT

The terms of this Grant Agreement shall be effective when executed by all the parties, as shown by their signatures below, and shall remain in effect during any period for which GRANTEE has received COUNTY funds or when obligations are due from GRANTEE.

This Grant Agreement and all work by GRANTEE shall terminate no later than December 31, 2016.

CLACKAMAS COUNTY

GRANTEE

Name: Richard Swift

Name: ~~Everett W. Newcomb III, D.O.~~ Linda

Hoff

Title: Director, H3S

Title: Chief ~~Operating Financial~~ Officer
Legacy Health

APPROVED AS TO FORM:

County Counsel's Office